# REPORT OF INVESTIGATION



Consolidated Complaint Number 18-026

## NOTICE CONCERNING CONFIDENTIALITY

This report of investigation concerns an alleged violation of Chapter 112, Part III, Florida Statutes, or other breach of public trust under provisions of Article II, Section 8, Florida Constitution. The Report and any exhibits may be confidential (exempt from the public records law) pursuant to Section 112.324, Florida Statutes, and Chapter 34-5, F.A.C., the rules of the Commission on Ethics. Unless the Respondent has waived the confidentiality in writing, this report will remain confidential until one of the following occurs: (1) the complaint is dismissed by the Commission; (2) the Commission finds sufficient evidence to order a public hearing; or (3) the Commission orders a public report as a final disposition of the matter.

## STATE OF FLORIDA **COMMISSION ON ETHICS** Post Office Drawer 15709 Tallahassee, Florida 32317-5709

## REPORT OF INVESTIGATION

TITLE:	KIMBERLEY DANIELS Former City Council Member/Member Florida House of Representatives - District 14 Jacksonville, Florida
COMPLAINT NO:	18-026 Exhibits A through H
INVESTIGATED BY:	A. Kéith Powell
Distribution:	Commission on Ethics Respondent Advocate File
Releasing Authority:	Executive Director  7/2/18  Date

TITLE:

## REPORT OF INVESTIGATION COMPLAINT NO. 18-026

- (1) Mr. Robert L. Hall of Jacksonville alleges that Ms. Kimberly Daniels, while serving as a member of the Jacksonville City Council, failed to disclose all of her assets and liabilities on her CE Form 6, Full and Public Disclosure of Financial Interests, for the years 2012, 2013, and 2014.
- (2) The Executive Director of the Commission on Ethics noted that based upon the information provided in the complaint, the above-referenced allegation was sufficient to warrant a preliminary investigation to determine whether the Respondent's actions violated Article II, Section 8, Florida Constitution, and Section 112.3144, Florida Statutes (Full and Public Disclosure of Financial Interests).
- (3) The Complainant alleges that the Respondent failed to disclose assets and liabilities, and specifically alleges that she owes approximately \$1,000,000 in mortgages on properties in Broward and Duval counties. He also alleges that she purchased time-share properties in Daytona Beach and Orlando and failed to disclose these liabilities and assets on her 2012, 2013, and 2014 financial disclosure forms.
- These same allegations were previously filed by the Complainant on May 15, 2015, (4) against the Respondent and in 2016 investigated under Complaint No. 15-113. A Report of Investigation was prepared in that case and the Advocate recommended a finding of probable cause to believe the Respondent violated Article II, Section 8, Florida Constitution, and Section 112.3144, Florida Statutes, by filing inaccurate CE Form 6's, "Full and Public Disclosure of Financial Interests," for filing years 2012, 2013, and 2014. On August 2, 2017, the Commission on Ethics adopted the Advocate's Recommendation finding probable cause and the matter was transmitted to the Department of Administrative Hearings on October 17, 2017. On November 7, 2017, Respondent's then-counsel, James H. K. Bruner, filed a "Motion to Dismiss or Motion in Limne [sic]" in this matter and the Advocate joined Respondent's counsel on November 14, 2017, in a "Joint Motion to Relinquish Jurisdiction Pursuant to Section 120.57(1)(i), Florida Statutes," after it was determined that the complaint filed against the Respondent was filed within 30 days of an election (May 19, 2015) in which the Respondent was a candidate. On January 19, 2018, the Commission on Ethics issued an "Order Dismissing Complaint" in Complaint No. 15-113, pursuant to Section 112.324(2)(f), Florida Statutes, because the Commission lacked jurisdiction in the matter based on the timing of the filing of the complaint.
- (5) The instant complaint, 18-026, was filed February 12, 2018, by Mr. Hall, incorporating his prior complaint in 15-113.
- (6) The Respondent is represented in this matter by Mr. Ron Meyer. However, at the time she was interviewed for Complaint No. 15-113, the Respondent was represented by Mr. Mark Herron. Mr. Meyer advised by telephone that the Respondent wished to rely on the previous statement she provided in 2016 to the Commission on Ethics in Complaint No. 15-113 rather than submit to a new interview in reference to this matter.

- (7) The Respondent, interviewed in 2016 in the presence of her then-attorney, Mark Herron, stated that she was a City Council At-Large Group 1 member for the City of Jacksonville from 2011 through 2015. However, she no longer serves in this position. At the time of her interview she was a candidate for the Florida House of Representatives, District 14, to which she subsequently was elected and continues to serve presently.
- (8) The Respondent stated in 2016 that she is the founder and President of the Spoken Word Ministries, Inc., a church. The Respondent stated that she also is the President of Kimberly Daniels Ministries International, Inc., which she described as an "entity of Spoken Word Ministries." The Respondent advised that Kimberly Daniels Ministries International is geared toward outreach, evangelism, and missions. She added that the Spoken Word Ministries receives all the income given to both entities. The Respondent noted that she has "a lot of authority" as a member of the Spoken Word Ministries board of directors, which oversees all activities of the church.
- (9) The Respondent further advised in 2016 that she was involved in no other businesses during 2012 through 2014, other than a boutique, which was not profitable and "never got off the ground." As of December 31, 2014, the Respondent's CE Form 6 valuation date, the boutique had been dissolved according to the Florida Department of State, Division of Corporations. Records reflect that the company was incorporated on January 17, 2014, and dissolved on October 21, 2014.
- (10) Division of Corporations documents reflect that Spoken Word Ministries, Inc., is a not-for-profit corporation, incorporated in 1995, and Kimberly Daniels Ministries International, Inc., is a not-for-profit incorporated in 2004. Both entities list the Respondent as President. The documents reflect that Spoken Word Ministries has eight corporate officers including the Respondent, and Kimberly Daniels Ministries International has six corporate officers including the Respondent. The entities share five of the same corporate officers.
- (11) The Respondent's CE Form 6, Full and Public Disclosure of Financial Interests, for filing years 2012, 2013, and 2014, are appended as Composite Exhibit A. The forms do not reflect any time-share or real property assets or any mortgage liabilities.
- (12) Duval and Broward County Property Appraiser's Office documents reflect that the following properties were owned by Kimberly Daniels, Kimberly Daniels Ministries, and Spoken Word Ministries during 2012, 2013, and 2014:
  - Property owned by Kimberly Daniels:
  - 9197 Camshire Drive, Jacksonville, Florida.
  - Properties owned by Kimberly Daniels Ministries:
  - 121 Schooner Key Place, Jacksonville, Florida.
  - Properties owned by Spoken Word Ministries:
  - 2819 Myrtle Avenue, Jacksonville, Florida.

- 1445 Steele Street, Jacksonville, Florida.
- Moncrief Road, Jacksonville, Florida.
- Moncrief Road, Jacksonville, Florida.
- 5638 Moncrief Road, Jacksonville, Florida.
- 0 105th Street, Jacksonville, Florida.
- 11881 Piccadilly Place, Davie, Florida.
- (13) The Respondent stated in 2016 that she lives at 121 Schooner Key Place, which is a parsonage owned by Spoken Word Ministries. As pastor of the church, the Respondent said she had no assets or liabilities in her name during 2012 through 2014. She added that she utilizes a vehicle owned by her sister.
- (14) The Respondent related in 2016 that she has never made mortgage payments for the properties referenced in the complaint, noting that the church makes all the payments. The Respondent confirmed that she is one of the mortgage guarantors for the church, explaining that loan companies are hesitant to grant loans to churches because churches may dissolve at any time. She added that she has been a guarantor for the church for over 20 years, and that currently the church has three other guarantors for its liabilities. The Respondent acknowledged that as guarantor, if the church failed to make payments for any property, she would be responsible for making the payments herself, and her credit rating would be at risk. She added that the church has never failed to make loan payments. She stated that the church has not defaulted on any of the properties.
- (15) The Respondent related that the church pays the premiums for her \$1 million life insurance policy that she disclosed in her CE Form 6 for the years 2012 through 2014. She explained that the church maintains the life insurance policy where the church is the beneficiary because she is the "face" of the church, and her death could affect the church's finances.
- (16) The Respondent confirmed in 2016 that the Spoken Word Ministries has owned timeshares in Orlando and in Daytona Beach since 2002 or 2003. The Respondent stated:

Yes, the church owns the time-shares, but we've done huge conferences with like 10,000 people and we've had to house, I mean, for lighting, and speaker, twenty speakers. We got the time-shares so when we did these conferences in the area we could get the rooms at economical rates. . . . Three time-shares, two in Orlando, and one in Daytona. . . . The church pays the bills [for the time-shares].

(17) According to Gayle Anderson, Owner Relations Correspondence Manager at Westgate Resorts, the Respondent and her then-husband, not Spoken Word Ministries, purchased the Orlando time-share. Ms. Anderson stated by telephone in 2016 that the ownership terms are for every even year. Ms. Anderson related that the Respondent and her former husband have owned the time-share property since 1999. She added that, to the best of her knowledge, the Respondent and her former husband owned the time-share continuously during 2012 and 2014. She advised that this time-share was valued at \$14,340 during 2012, and \$15,540

- during 2014 (Exhibit B). Ms. Anderson related that the Respondent had no maintenance fee debt at the end of 2012 that exceeded \$1,000, but she did have a debt of \$1,197.41 at the end of 2014, for maintenance fees owed to Westgate Resorts related to her the time-share ownership. Records reflect that the mortgage was satisfied in October 2000.
- (18) Benjamin La Luzerne, In-House Counsel for Diamond Resorts International, provided in 2016 a document (appended as Exhibit C) which lists Kimberly Daniels and her former husband Ardell Daniels as owners of a time-share and Spoken Word Ministries as the secondary title owner. Exhibit C reflects that the property in Daytona Beach was purchased on August 26, 2001, for \$11,650. Mr. La Luzerne stated by e-mail that Kimberly and Ardell Daniels have owned, since 2001, a deeded time-share interest in a condominium in the resort known as Liki Tiki Village Resort (Isle of Bali II), a Daytona Beach property managed by Diamond Resorts.
- (19) Georgeta Onciu Aguiar, Paralegal with Wyndham Worldwide Corporation, provided in 2016 documents (Composite Exhibit D) related to the purchase of a vacation ownership interest in a time-share at Fairfield Daytona Beach at Ocean Walk II, for occupancy in odd-numbered years. The Purchase and Sale Agreement, dated April 25, 2004, reflects a sale price of \$11,200, and is between Fairfield Resorts, Inc., and "Kimberly Daniels DBA Spoken Word Ministries." All documents pertaining to this purchase, including the mortgage, which was satisfied in 2008, are signed by the Respondent "Kimberly Daniels," over the printed name "Kimberly Daniels DBA Spoken Word Ministries."
- (20) Ms. Aguiar provided documents (Composite Exhibit E) related to the purchase of a vacation ownership interest in a second time-share at Fairfield Daytona Beach at Ocean Walk II. This Purchase and Sale Agreement is dated April 29, 2005, and reflects a sale price of \$33,200, and is between Fairfield Resorts, Inc., and "Spoken Word Ministries Kimberly Daniels & Ardell Daniels." The Purchase and Sale Agreement, as well as the Promissory Note, Contract Addendum, Statement of Understanding, Assignment Agreement and Use Restriction, are signed by the Respondent as "Kimberly Daniels," over the printed name "Kimberly Daniels."
- Ownership, Inc., stated by telephone in 2016 that the above-referenced Purchase and Sale Agreement dated April 29, 2005, applies as annual ownership, meaning not on every odd or even numbered year. Ms. Richmond explained that the Respondent's contracts are for point ownership, and that for the April 25, 2004, contract, the Respondent receives 77,000 points every odd numbered year, and 308,000 points annually for the April 29, 2005, contract. Ms. Richmond further explained that she is not able to determine how many time-shares the Respondent would have access to because it varies greatly in points according to location, and time of the year. Ms. Richmond added that typically the total points awarded are yearly and do not roll-over. Ms. Richmond related that the Respondent owned the time-shares during 2012, 2013, and 2014, and continues to own the time-shares. Ms. Richmond stated that in 2007, the Respondent attempted to transfer title to Spoken Word Ministries through quitclaim deeds, one quitclaim deed for each of the two time-share contracts, but they were not valid due to an "insufficient legal description" of the properties. Ms. Richmond stated that the

Respondent was not informed that the quitclaim deeds were invalid until the Respondent's account went into foreclosure because she failed to pay the maintenance fees. That quitclaim transfer issue was communicated to the Respondent in June 2016. Ms. Richmond stated that the Respondent filed another quitclaim deed for each of the two time-shares on June 30, 2016, which had insufficient legal descriptions of the properties as well, and were rejected as invalid.

- (22) According to Wyndham documents, the Respondent incurred debts exceeding \$1,000 during 2012, 2013, and 2014 for not paying maintenance fees related to time-share ownership (Exhibit F), with the accumulated debt and late fees totaling \$11,160.38 in 2014.
- Documents pertaining to the Respondent's marital dissolution were provided in 2016 (23)by former attorney for Ms. Daniels, Richard Greenberg (Exhibit G) who initially represented the Respondent in Case 15-113. The judgement, dated May 3, 2016, is styled "In re: the Marriage of Ardell Daniels, Petitioner/Husband, and Kimberly Daniels, Respondent/Wife and Spoken Word Ministries, Inc., Third Party Dependent." The marital settlement agreement reflects that the property located at 11881 Piccadilly Place, Davie, Florida, is owned by Spoken Word Ministries. The agreement states that all parties agree that the home would be sold and the proceeds from the sale divided, with the Respondent's husband receiving 75 percent and the Respondent 25 percent (Exhibit G-4). This agreement also indicates that the parties agreed that the home at 9197 Camshire Drive in Jacksonville would be sold, with the husband receiving 100 percent of the proceeds after payoff of a line of credit. The agreement further indicates that Spoken Word Ministries would maintain possession of the Camshire Drive property until it is sold and Spoken Word would make the monthly payments on the line of credit (Exhibit G-4). The agreement indicates that a Wells Fargo home equity loan to Kimberly Daniels and Ardell Daniels would be refinanced by the Respondent within 120 days, removing her husband's name from the liability, or the property would be sold (Exhibit G-9). The agreement states that the Respondent's husband would own the time-shares at Westgate Resorts in Orlando, and Diamond Resorts and Ocean Walk in Daytona Beach, and any other time-shares listed in the Respondent's or the corporation's name (Exhibit G-9).

<u>Note</u>: Wells Fargo did not respond in 2016 to multiple requests – and a subpoena – for records related to the loan. Duval County Clerk of Courts records reflect that the Respondent and her husband received a home equity line of credit on the Camshire Drive property from Wachovia Bank (before it merged with Wells Fargo) in 2008 of up to \$104,000 (Exhibit H).

(24) The Respondent's former husband, Ardell Daniels, listed in 2016 a Wells Fargo home equity line of credit as a liability on his Updated Family Law Financial Affidavit (Short Form) dated April 25, 2016 (Exhibit G-18). He identifies the amount owed as \$101,653.31. The Respondent's divorce was final in 2016.

## END OF REPORT OF PRELIMINARY INVESTIGATION

## **EXHIBIT A**

FORM 6 FULL AND PUBLIC DISCL	OSURE	OF 2012
Please print or type your name, mailing address, agency name, and position below:		<b>Z</b> V <b>X</b>
LAST NAME - FIRST NAME - MIDDLE NAME:    Daniels   Cimberly Marving     Mailing Address:   2   Schooner Key Place   Jacksonville   Floridg 32218     City: County: County:   NAME OF AGENCY   Of Jacksonville City Guncul     NAME OF OFFICE OR POSITION HELD OR BOUGHT:   CHECK IF THIS IS A FILING BY A CANDIDATE   CHECK IF THE C	JUL Z	FOR OFFICE USE ONLY: SION ON ETHICS E RECEIVED  2 3 2013  1 1819
PART A NET WORTH		
Please enter the value of your net worth as of December 31, 2012, or a more current date. [Note: liabilities from your <i>reported</i> assets, so please see the instructions on page 3.]  My net worth as of	i	ulated by subtracting your reported
HOUSEHOLD GOODS AND PERSONAL EFFECTS: Household goods and personal effects may be reported in a lump sum if their aggregate value excit find held for investment purposes: jewelry; collections of stamps, guns, and numismatic items; and other household items; and vehicles for personal use.  The aggregate value of my household goods and personal effects (described above) is \$	50,000	equipment and turnishings; clothing;
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PART C LIABILITIES LIABILITIES IN EXCESS OF \$1,000 (See Instructions on page 4): NAME AND ADDRESS OF CREDITOR		AMOUNT OF LIABILITY
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I elect to file a copy of my 2012 federal income tax return and [if you check this box and attach a copy of your 2012 tax return	i all W2's, schedules, and attachments.	
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OTHER FORMS you may need to file are described on page 6	<b>3.</b>	

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Please print or type your name, mailing address, agency name, and position below:	OF FINANCIAL INTEREST	FOR OFFICE USE ONLY:
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CE FORM 8 - Effective January 1, 2014 Adopted by reference in Rule 34-8,002(1), F.A.C	(Continued on reverse side)	PAGE 1

10-1	DT D INCOME		
PART D — INCOME  You may EITHER (1) file a complete copy of your 2013 federal income tax return, including all W2's, schedu'es, and attachments, DR (2) file a sworn statement identifying each separate source and amount of income which exceeds \$1,000, including secondary sources of income, by completing the remainder of Part D, below.			
1 elect to file a copy of my 2013 federal income tax return a [if you check this box and attach a copy of your 2013 tax re	nd all W2's, schedules, and attachments. turn, you need not complete the remainder	r : f Part D.)	
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beginning of this form, do depose on oath or affirmation	HUGUST 2014 by	Kimberly M. Daniels	
and say that the information disclosed on this form and any attachments hereto is true, accurate.	Katura W. Fr	aro	
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	Commission # FF		
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If a certified public accountant licensed under Chapter 473, or	attorney in good standing with the Flork	la Bar prepared this form for you, he or	
she must complete the following statement:			
I	repared the CE Form 6 in accordance wiform. Upon my reasonable knowledge a	th Art. II, Sec. 8, Florida Constitution, and belief, the disclosure herein is true and	
Section 112.3144, Florida Statutes, and the Instructions to the form. Upon my reasonable knowledge and belief, the disclosure herein is true and correct.			
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Signature Preparation of this form by a CPA or attorney does n	ot relieve the filer of the responsi		
CE FORMS Section legister 1 2014		PAGE 2	

CE FORM 6 - Effective January 1, 2014 Adopted by reference in Rule 34-8,002(1), F.A.C.

FORM 6	FULL AND PUBLIC DISCL	OSURE	2014
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CE FORM 5 - Effective January 1, 2015 Adopted by reference in Rule 34-8.002(1), F.A.C.	(Conlinued on reverse side)		PAGE 1

	PA	RT D — INCOME	
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CE FORM 6 - Effective January 1, 2016 Adopted by reference in Rule 34-8.802(1), F.A.C. PAGE 2

## **EXHIBIT B**

THIS INSTRUMENT PREPARED BY:
LEONARD LUBART, ESQ.
CREENSPOON, MARDER, HIRSCHFELD, RAFKIN.
ROSS & BERGER P.A.
Trade Centre South Suite 700
100 West Cypress Creek Road
Fort Laudendale, Florida 33309 3086245353-003

Warranty Deed

WESTGATE Lakes II

Orange Co FL 1999-0560215 12/30/99 11:28:45as OR Bk 5591 2 Pg 1639 Rec 6.00 DSC 76.30

BS WO IIAS

Recorded - Martha D. Haynie

Parcel ID. No. 02-24-28-0000	0-00011	•	
THIS INDENTURE, made this do do westgate Lakes ,LTD., a Florida limite 'Grantor', and Artell Basiels & Kieberly & Basiels, J.T.K.B.S.S.	ay of Ostobe ( d partnership(tax ID # 59-	324971.4 \ 9.0 ), hereinaffo	, between er referred to as
whose post office address iss,ess Turkey Lake tood Striands, FL 32819	ESSETH:	, hereinafter referred	to as "Grantee".
Will the Grantor, for and in consideration of the sum of Ten (\$ nand paid by the Grantee, the recalpt of which is hereby ackno Grantee's heirs and assigns forever, the following described pro	10.00) Dollars and other owledged, has granted, ba	rgained and sold to the G	
10,000 Turkey Lake Road Orlando, FL 32819, Building	700(herein "Property /	lddress")	
1/2 Time Share Interest(s) as defined in the Restrictions for the Resort Facility, recorded at Page 3118, of the Public Records of Orange Cou	i in Official Records	Book <u>5000</u>	d 
Together with the right to occupy, pursuant during Unit Week(s) <u>35</u> . During assigned year <u>EVEN</u>		***************************************	
Grantee shall not be deemed a successor or assign of Grantee shall not be deemed a successor or assign of Grantee, by acceptance kereof agrees to be bound by and to comply with all of the covenants Plan, including, but not limited to, the obligation to make paymer facility which may be levied against the above described Time S	, and by agreement with ( s, terms, conditions and p nt for assessments or the o	Grantor, hereby expressly rovisions set forth and co	assumes and
This conveyance is made subject to the following	g:		
<ol> <li>Property taxes for the current year and all st</li> <li>Applicable zoning regulations and ordinance</li> <li>All of the terms, provisions, conditions, riccontained in the Plan and all instruments the</li> <li>All of the covenants, terms, provisions, correcord, if any, which may now affect the afor</li> <li>Perpetual assement for encroachments in improvements or caused by minor haccurate</li> <li>Any Purchase Money Mortgage executed by</li> </ol>	es; ghts, privileges, obligation srein referred to as may be riditions, reservations, rest redescribed property; and low existing or resulting steam of the privilency of rebuilding	subsequently amended; rictions, agreements and existing caused by the	easements of
And the Grantor does hereby fully warrant the title to said proper whomsoever.	rty and will defend the san	ne against lawful claims a	nd all persons
Signed, Sealed and Delivered in the Presence of:  MANDY BUSKIRK  Print Name: S	WESTGATE Lakes A Florida limited partner 10,000 Turkey Lake R Orlando, FL 32819	ship nad	, LTD.
Print Name: () RIV H. V. MARTINEZ	BY: WESTGATELakes General Partner		INC.
STATE OF FLORIDA )	BY: DA	VID A. SIEGEL, President	-
) SS. COUNTY OF ORANGE )	(CORPORATE		
HERBEY CERTIFY that on this day, before me, an officer duly a seisonally appeared DAVID A. SIEGEL, President of WESTGATE all armies of WESTGATE Lakes. , LTD., a Flux of the control of th	uthorized in the State and C	ounty aforesaid to take ack	
Vinces my hand and official seal in the County and State last aforesaid  49 commission expires:		Oper 19	99
AND VALUE OF THE PARTY PROPERTY PROPERT	Notary Signature Print Name:	Company Or Company	DK
Par Industrial of all States  Develop April 15, 2001  Deaded Their Hollay Public Undustrials	Serial Number	ate of famy.	BS WO II AN

FIN Receivable

Deeded '

12/30/99

This Instrument Prepared By:
GERALD GREENSPOON, ESQ.
GREENSPOON, MARDER, HIRSCHFELD & RAFKIN, P.A.
100 West Cypress Creek Rd.
Fort Lauderdale, Florida 33309

Account # 3086245353-003

168363

## WESTGATE LAKES SATISFACTION OF MORTGAGE

Parcel I.D. # 02-24-28-0000-00011

## 

INSTR 20030210029
OR BK 06871 PG 0687
MARTHA 0. HAYNIE, COMPTROLLER
ORANGE COUNTY, FL
04/15/2003 03:04:35 PM
REC FEE 6.00
LAST PAGE

	RESENTS: That WESTGATE LAKES, LTD., a Florida Limited
	of a certain Mortgage executed by
Ardell Daniels & Kimberly M Daniels .	J:1.W.KO.S .
to it bearing date the 1 in Official Records Book of the Circuit Court of Orange Ten Thousand F	5912 , at Page 1640 , in the office of the clerk County, Florida securing a certain Note in the principal sum of Cour Hundred Sixty-Eight Dollars & 53 Cents (\$ 10,468.53) , cions set forth in said Mortgage Deed upon the property situate in said
Conditions and Restriction	e Interest(s) as defined in the Declaration of Covenants, s for the Resort Facility, Phase II, recorded in Official Page 3118, of the Public Records of Orange County,
Together with the righ during Unit Week(s) 35	t to occupy, pursuant to the Plan, Unit 741, during Assigned Year EVEN.
	d Note and Mortgage Deed and surrenders the same as fully cancelled f the Circuit Court to cancel the same record.  cial seal this
Kindy deland	_
Witness Signature KIMBERLY	WYAY. WESTGATE LAKES, LTD.,
	A Florida Limited Partnership
Witness Print Name	5601 Windhover Drive Orlando, Florida 32819
Witness Signature	
RUTH ALV	<del></del>
Witness Print Name	General Partner
STATE OF FLORIDA )	By:
) SS.	DAVID A. SIEGEL, President
COUNTY OF ORANGE )	neh a
as General Partner of WESTG corporation, to me known and k	was acknowledged before me this day of, as President of WESTGATE LAKES INC., a Florida corporation, ATE LAKES, LTD., a Florida Limited Partnership, on behalf of the nown to me to be the person who executed the foregoing instrument as iged the same, freely and voluntarily as the act and deed of said
My Commission Expires:	Notary Signature: KIMBERLY WYATI
	Print Name: Windert / WYAI / / Notary Public, State of:
	Serial Number, if any:
KUMBERLY WYATT  KUMBERLY WYATT  NY COMMISSION # CO 670866  EXPERES AUGUST 11, 2001  EXPERES AUGU	
Time Table 1 Till Comment of the Com	Tarrelle MIS. SOM. (MIS) Instruction burdens

HIS INSTRUMENT PREPARED BY: THIS INSTRUMENT PREPARED LEONARD LUBART. ESC. GREENSPOON, MARDER, HIRCHFELD & RAFKIN, P.A. Trade Centre South \* Suits 700 100 West Cypress Creek Road Fl. Lauderda, Elorida 33309 3 0 8 6 2 4 5 3 5 3 - 0 0 3

## Mortgage (Short Form)

WESTGATE Lakes II

1999

Orange Co FL 1999-0560216 12/30/99 11:28:45ag OR Bk 5912 Pg 1640 Rec 6.00 DSU 36.75 Int 20.94

Recorded - Martha O. Haynie

THIS MORTGAGE is made this between the Mortgagor, Ardell Daniels Kimberly & Daniels, J.T.W.R.O.S.

As a type of identificat

and who did/did not take at 110 EARN MY COMMISSION # CO 718404

EXPIRES: February 12, 2002

EXPIRES: February 12, 2002 Blocked Thru Noticy Public Undervilla

Lakes and the Mortgagee, WESTGATE

(herein 'Borrower'),

, LTD., e Florida limited partnership,

whose address is 7450 Sandiake Commons Boulevard, Orlando, Floride 32819 (herein 'Lender').

WHEREAS, Borrower is indebted to Lender in the principal sum of

Ten Thousand Four Hundred Sixty-Eight Bollars & 53 Cents ( \$10,468.53 )

Dollars, which indebtedness is evidenced by Borrower's Note dated

August 14, 1999

(herein "Note"), providing for monthly installments of principal

and interest, with the balance of the indebtedness, if not sooner paid, due and payable on

August 14, 2009

To Secure to Lender (e) the repayment of the indebtedness evidenced by the Note with interest thereon; (b) the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; (e) the performance of the covenants and agreements of Borrower herein contained; and (d) the performance of the covenants and agreements and agreements incorporated by a reference hereinto, Borrower does hereby mortgage, grant and convey to Lender the following described property; which has the address of

10,000 Turkey Lake Road Orlando, FL 32819, Building 700(herein "Property Address")

1/2 Time Share Interest(s) as defined in the Declaration of Covenants, Conditions and Restrictions for the Resort Facility, recorded in Official Records Book at Page 3118. of the Public Records of Orange County. Florida (the "Plan").

Together with the right to occupy, pursuant to the Plan, Unit 741 during Unit Week(s) 35. During assigned year EVEN.

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that the Borrower will warrant and delend generally the file to the property against all claims and demands, subject to any declarations, easements or restrictions isted in a schedule of exceptions to coverage in any file insurance policy insuring Leader's interest in the Property.

Borrower and Lender hereby expressly adopt and incorporate by reference into this Mortgage and hereby agree to be bound by the covenants and agreements contained in the Master Form of Mortgage, as well as the Mortgage Addendum and Rider If any, here there to (collectively, the "Mortgage"), recorded in Official Records Book 1754, at Page 133 of the Public Records of Braige County, Florida, except that the second sentence of Covenant 15 is replaced by the sentences: "The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Mortgage," and, to the schert permitted by law, paragraph 18 is hereby deleted. Borrower and Lender agree that all references to the Property, Borrower, Lender and Note contained in the Mortgage and incorporated by reference hereinto shall be construed to mean the Property, Borrower, Lender and Note defined herein. Borrower acknowledges receipt of a copy of the complete text of the provisions hereby incorporated by reference line to the Mortgage. into this Morigage.

IF THERE IB A SUPERIOR MORTGAGE INDEBTEDNESS WHICH ENCUMBERS THE PROPERTY MORTGAGED HEREBY, THE FOLLOWING PROVISIONS SHALL APPLY:

This is a Second Mortgage which wraps around the existing First Mortgage (the "First Mortgage") encumbering the property.

- 1. Modgagor hereby agrees to comply with all of the tames and conditions of the First Modgage which may be applicable to the Modgagor by virtue of Modgagor holding title to the real property secured by the First Modgage, it being expressly understood and agreed that the obligation to make payments of principal and interest due under the First Modgage shall be and remain the obligation of Modgagor herein.
- Notwithstanding the provisions of paragraph I, and without relieving Mortgagor of its liability under the First Mortgage, Mortgages agrees to pay to the holder of the First Mortgage the unpaid principal balance of the First Mortgage, together with all interest accruing thereunder, as and when required by the terms of the First Mortgage provided that Mortgages receives sufficient funds from Mortgagor for that purpose.
- 3. The Mortgagor shall have the right to prepay the whole or any part of the unpaid balance of principal secured by this Second Mortgage without penalty at any time upon prior notice to Mortgagee. If the Mortgagor elects to prepay the entire unpaid principal balance, then Mortgagee shall utilize such portion of the prepayment as shall be necessary in order to prepay the entire unpaid principal balance of the First Mortgage, together with all accrued interest thereon.
- 4. The Mortgager and Mortgagee each covenant and agree not to enter into any agreement with the holder of the First Mortgage modifying or amending eny provisions dealing with the payment of principal and interest under the First Mortgage without prior written consent of the other.
- 5. If the Mortgagor shall fall to observe or perform any term, covenant or condition of the First Mortgago on his part to be disserved or performed as herein provided, such fallure shall constitute a default under this Second Mortgago and said breach shall, upon giving the Mortgagor reasonable notice of, and opportunity to cure, entitle the Mortgagee, at his option, to exercise any rights and remedies which the Mortgagoe has hereunder or by law by reason of such default.

IN WITNESS WHEREOF, Borrower(s) has/have executed this Mortgage. Borrowe Witness Print Name: . Borrowei 10,000 TURKEY LAKE ROAD STATE OF FLORIDA ORLANDO, FLORIDA 32819 COUNTY OF Grange The fivegoing instrument was acknowledged before me this Argell Baniels & Limberly # Baniels. day of passport / drivers license

Notary Signat

Print Name: Notary Public, State of Serial Number, if any:

# EXHIBIT C

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## **EXHIBIT D**

### **FAIRFIELD RESORTS** PURCHASE AND SALE AGREEMENT



THIS FAIRFIELD RESORTS PURCHASE AND SALE AGREEMENT ("AGREEMENT") executed this 25th day of April, 2004 by and between FAIRFIELD RESORTS, INC., \$427 South Park Circle, \$500, Orlando, Florida 32819, a Delaware corporation bereinafter referred to as "SELLER", and KIMBERLLY DANIELS DBA SPOKEN WORD MINISTRIES , Social Securky Number: Telephone Number: 9048132714 904237925; of 121 SCHOONER KEY PLACE JACKSONVILLE FL 32218 USA, hereinster referred to as "BUYER". WITNESSETH:

### 1. AGREEMENT TO BUY AND SELL.

SELLER sgreat to sell and BUT'ER agrees to purchase for the possbase price of \$11,200.00, together with interest and closing costs as hardnesser provided, a 77900 / 188,713,000 andivided tenant-in-common interest in Units 620-638; 720-728 ("Property") of MARRIELD DAYTONA BEACH AT OCEAN WALK II, A CONDOMINIUM, together with all approxemances thereto ("CONDOMINIUM"), located at 350 North Atlatitic Avenue, Daytons Beeth, Florida 32118, according and subject to the Decitaration of Condominium for Pairfield Daytons Beach at Ocean Walk II, A Condominium ("DECLARATION") which shall be or has been recorded in the Public Records of Vehicle County, Hardis, and stil amandments thereof and supplements thereto, if any.

2. CONVEYANCE OF LEGAL TITLE.

Z. CUNNET TANCE OF LEGAL TITLE.

Provided BUYER compiles with all provisions in connection with this Agreement, SELLER shall deliver to BUYER within 180 days after closing a Special Warmery Deed ("Doed") conveying tills free and clear of all encumbrances, subject to miseral conversations, covernate, restrictions, externates and other matters of record at the time of closing and such matters at set forth in the condomination drawings recorded as an exhibit to the Declaration ("Condominism Drawings") and the Declaration referenced above. At the time HUYER signs this Agreement, the Property may be subject to a mortgage by SELLER'S lender (at SELLER'S discretion), but the files of that mortgage with the recording of BUYER'S Deed (see paragraph?) Selving.

Pursuant to this Agreement, at excelling BUYER is to be conveyed title to an ownership interest in the Property with occupancy rights in every reasst year ("OWNERSHIP INTEREST")

SELLER ACKNOWLEDGES RECEIPT OF BUYER'S DEPOSIT IN THE AMOUNT OF \$ 846.00 WHICH DEPOSIT INCLIDES \$340.00 OF THE PROCESSING FEE AND ALSO FILING FEES TO HE PAID BY BUYER IN THE AMOUNT OF \$ 131.25. BUYER may, but stell not be obligated to, obtain did insurance coverage on the Ownership Interest in the Property purchased by BUYER, BUYER layeby \_\_\_\_\_\_elects \_\_\_\_\_\_\_does not clost to purchase title insurance

overings.

If BUYER has elected to purchase the title insurance policy, THE AMOUNT OF \$ SHALL HE DUE AND PAYABLE BY BUYER FOR THE TITLE
INSURANCE PREMIUM AND ASSOCIATED COSTS EITHER UPON THE SIGNING OF THIS AGREEMENT OR PRIOR TO DELIVERY OF THE TITLE
POLICY. There will be no title learnance comminment lested prior to delivery of the policy Title insurance coverings that be underweithen by a title haumance
commany through which SELLER has regulated the known possible rate. The tide insurance policy, if cheeted, will be delivered which (180) stays following
reconlation of the Deed which will reach be held in excess prior to issurance of the litter policy ill lyttle may elect to obtain a file insurance policy from any other title
surrance provider provided that BUYER shall be soldy responsible to arrange for the issuance and to pay for the cost thereof.

The estimated due of completion of constitution of the Property is 04-25-2004
The estimated due of costing is within 6 months from the date of this construct.

### 3. VACATION OWNERSHIP INTERESTS.

The Vacation Ownership Interest being sold pursuant to this Agreement means the ownership in perpensity in fee simple of an undivided interest as a tenant-in-common with other Owners in the Property as described herebashows. Such interest shall be expressed as a fraction in which the manutritor relates to the number of Points allocated to BLYFER pursuant to the provisions of the Declaration coverable Plan. The Vacadon Ownership Plan that have a term of 40 years which shall be autorealizedly extended for successive periods of 10 years each values terminated as provided in the Declaration.

### 4. USE AND OCCUPANCY.

The sue, occupancy and possessory rights of BUYER'S Ownership interest in the Property shall be subject to and governed by the terms and conditions of the ration. BUYER is hence-this assigned 154,000 Points, which Points are symbolic and are to be used by BUYER in reserving occupancy pursuant to the Declaration.

Pocusation.

The Docal shull balletic by the use of the word "EVIN" or the stand "ODD" the Ownership Interest being contribut. The word "EVEN" represents the essage of BDYRR'S Points only during calendar years ending in an even sligh, and the word "ODD" represents usage only during calendar years ending in an uneven sligh. INFYER acknowledges and agrees that the Folian allocated to the Ownership Interest shull be renewed only in every ODD year and that INFYER shall be entitled to use said Points in reserving use of the Ownership Interest only in such years.

A reservation for exempancy of a Unit (as defined in the Declaration) shall be confirmed pursuant to the Reservation System Rules and Regulations of Ocean Walk III Vication Condomination Association, ine ("ASSOCIATION").

\*\*A ASSETTABLE PROPRIETTE

### 5. ASSESSMENTS.

BUYER understands and agrees that from and after closing BUYER shall be a member of the Association and as such shall be responsible for BUYER'S pro rain face of common compuses and any and at other expenses focurred in the operation of the Condominam pursuant to the Declaration, All muones payable by BUYER to the Association shall be paid by BUYER in one annual assessment of the Association, as described in the Declaration. The current annual assessment is \$ 312.91 which combine of DUYER's pro rate store of common expenses, the maintenance be, arounly recurring use charges and any and all other expenses incurred in the operation of the Cambraidam. BUYER shall also be responsible for the payment of ad valorem property taxes on BUYER'S Ownership Inserest, which amount about be hilled by the managing entity to BUYER. The annual ad valorem) taxes for the corrent year one entimated as \$ 77 per thousand points.

For the purpose of ad valorem assessment, taxation and specific assessments, the managing entity will be considered the taxpayer as your agent pursuant to Section 192.037, Florida Statutes.

The annual assessment, the amount, square of gayment, and the payment due details are naised to change and shall be determined annually by the Association Board of Directors in accordance with the Deciration.

sours of Directors in accommence with the December, of obtaining a reservation for accordancy during the year of purchase, BUYER shall be implied to sho pay BUYER'S share of assessments for common expanses and BUYER'S share of as valuets properly bases related to MUYER'S characteristics for occupancy in the year of purchase, BUYER will be chilgued the following year to pay BUYER'S titute of assessments for common expanses and BUYER'S abare of the act valorem property bases related to BUYER'S Ownership Interest

6. COMPLETION OF CONSTRUCTION.

6. GOMPLETION OF CONSTRUCTION.

If this item is excelled, Ocean Walk Development, Inc., a Florida corporation ("OWDI"), whose address is 300 North Atlantic Avenue, Daylons Florida 1716 is the norms of the Property as of the effective date of this Agreement.

SELLER has conquested with OWDI to purchase completed Units of the Resort Floridy. If SELLER dates not own a few interest in the United of the Property at the time of execution of this Agreement, SELLER's interest is that of a contract ventice. However, SELLER while have obtained fee simple title to the Property price to concepting the Property to BITYTIR free and clear of all lient and executionness except to provided in this Agreement SELLER and hope representations made to SELLER by OWILL, that construction of the Heart Facility will be completed within the estimated time period described in the Public Offering Statement and in paragraph's Percuratives, provided, however, that SELLER returns that the construction of the Resort Facility will be completed within two years of the date of this Agreement, boaring only events beyond the control of SELLER such as east of God or insurrounshite castady. For purposes of this Agreement, "completion of construction" shall mean that a conflictate of occupancy has been based for the Heart Facility

7. MORTGAGES.

### 7. MORTGAGES.

If this tiem is checked, SELLER is the awase of the Property as of the effective date of this Agreement. The Property is subject to a manager accures unused to SELLER by Hear National Bank, as Administrative Agent, where address is [17] Indicate Sunset, Benton, Management with the manager accures SELLER's obligations to tropy known that have been or may so the fature be trained to SELLER or by affiliation. Subsequent to the sale of the stope Property to BUYER but prior to recording BLYER'S Deed to the Property, the Property will be released from the mortgage, which will entinguish the lieu on BUYER'S

Property

8. DEPOSITS. Pursuant to the Escrow Agreement ("ENIROW AGREEMENT"), the designated escrow egent is Greenspoon, Marder, Hirschild Raffel, Ross & Berger, P.A. ("Engrow Agree") located at 100 W. Oppress Creek Road, Toute Center South, Suite 700, P. Laudentsle, Pl. 33309 All deposits much hereunder (i) shall be paid to SELLER and section that of Factow Agree in accordance with the Escrow Agreement and Section 721 08(5), Ployla Ramese, or, If the aggregate of the deposits to secured exceeds the amount of the market beautiful shall be held by Escrow Agree until the explaint on of the market lation period as provided on the reverse side beautiful that the property received from or on beautiful (fully) if market lating and the securitation of the market lating and the unit of the securitation with the preculing sentence used presentation of an attitude by SELLER to be a securitation and the securitation with the preculing sentence used presentation of an attitude by SELLER to be a securitation of the securitation with the preculing sentence used presentation of an attitude by SELLER to be a securitation beautiful securitation of the securitation

Inventory No 330020 BUYER'S INITIALS \_ // \_ \_

parties thereto. A first priority security interest herein is held by the Collisional Agent for each of the secured parties under the Cal

No 684/Roy 6-03

CONTRACT NUMBER 33-0416278

9. PURCHASER'S REPRESENTATIONS. BUYER, by his execution of this Agreement, does represent that he is of legal age, and that he has 9. PURCHASER'S REPRESENTATIONS. BUYER, by his execution of this Agreement, does represent that he is of legal age, and that he has received a copy of this Agreement and understands the conditions of this Agreement. BUYER HAS FURTHER AGREED THAT THE PROPERTY WILL NOT HE USED AS INSTRUCTION. BUYER HAS FURTHER AGREED THAT THE PROPERTY WILL NOT HE USED AS INSTRUCTION. BUYER HAS FURTHER HAS THE PROPERTY WILL NOT HE USED AS INSTRUCTION. BUYER HAS STATE AND AS INSTRUCTION of the Contembring historial made for BUYER'S retained by with an expectation that the Ownership Interest may be record, BUYER does further acknowledges, agree and womant that the purchase of this Ownership Interest in made for his personal use and that there have been no representations concerning rentals, cent potential to profile, as advantages, depreciation or investment potential or other remaining or financial advantages and that none of meds hings have been represented to him by SELLER, its agents, employees or associates. BUYER acinomisting and the BUYER'S Comership Interest are symbolic of said interes and have no incrinsic value.

SELLER has submitted or will submit the Property to Condominium ownership pursuant to the Declaration. The Declaration and the exhibits thereto describe the unit(s) of the Condominium and the BUYER'S Comership Interest and specific BUYER'S voluge sights, assessments and other chilgailons as an owner of an interest in the Condominium BUYER understands and agrees dat he will be a reamber of the Association and agrees to be bound by the rules and provisions of such Association, and the Declaration and all documents referred to herein, including the Condominium DuyER'S Ownership Interest will be determined for all purposes by serverues to the Condominium DuyER'S Ownership Interest will be determined for all purposes by serverues to the Condominium and his Ownership Interest is such association and a serverue to the Declaration greats to the BuyER'S Ownership Interest is subject to the terms and conditions of the Decla

subject to the terms and conditions of the Decigration

10. DEFAULT Time is of the essence except where otherwise provided basels. BUYER expressly waives notice if BUYER breaches any term or condition of this Agreement, Upon BUYER's breach of any term or condition of this Agreement for a period of 30 days, all same paid by BUYER bereinder may be retained by SELLER as liquidated and agreed damages for breach of this Agreement or SELLER may, at its option, declare the entire requising amount balance of purchase price plus accured interest thereon due and payable, and SELLER shall be called to reasonable strongly's fees and all costs of ordiccions, including court costs incurred in connection with BUYER's default. BUYER corrants to defend and intermity SELLER against all claims of real estate broken and salesmen

(other than brokers or references completed by SELLER) due to lead of HIVER or HIVER'S representations.

Upon SELLER's breach of any term or condition of this Agreement, HUVER what give SELLER written notice of such deficult and it, within thirty (10) days from receipt of such rottler, SELLER (gills to commence agrice that would care the default which a research period of time, all monies depocified by HUVER with SELLER motor the terms beyond that he paid by SELLER to BUVER, as BUVER's role and exclusive remody as a result of such breach; and thereafter richer

party shall have any further rights or obligations hereunder.

11. NO WARRANTIES, SELLER makes no warranties, expess or implied, concerning the Property, the units of the Condominators, personal property, on elements or the limited common elements, except as provided by Chapter 718, Florida Statutes.

12. RADON GAS. Pursuent to Section 404.036(8), Florida Statutes, all sellers of buildings in Florida are required to give the following notice: "Radon is a manually occurring radioactive gas list, when it has accumulated in a building in sufficient quantities, may present bealth risks to persons who are exposed to it over time. Levels of radon that exceed Sederal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may

13. INSULATION DISCLOSURE. Pursuant to 16 CFR 460.16, promulgated by the Pederal Trade Commission, the Developer hereby discloses the

following information concerning the issulation installed in the Property:

1. Type of insulation: Dat/Ellenhel Thermal Insulation

2. Thickness: Roof- 6 inches

3. R-Value: Roof - R-19

14. MODIFICATIONS AND CHANGES. Nowlitestanding paragraph 18, SELLER reserves the right to make changes in the Declaration for the purpose of correcting errors in the preparation and filing of all documents relating to the Condominium where necessary to entablish the validity and enforceability of the Declaration. SELLER reserves the right to add additional phases to the Declaration as provided therein. Norwithstanding paragraph 18, SELLER further reserves the right to make elerical or typographical corrections in any documents related hereto.

15. FURNISHINGS. Although all models are for display purposes only, the Units shall have furniture, applicances, equipment and secent furnishing scheduling inhalantisty similar to, or of equal quality to, those shows or used in the models. Furnishings shall constitute common elements of the Condominam. Each owner shall be responsible for maintaining and replacing such furnishings as part of the supersment for common expenses.

16. REFUND. In the event of cancellation during the ten (10) day contests on period. SELLER will refund to BUYER all payments made under this Agreement, reduced by the proportion of any contract benefits the BUYER has accustly received under this Agreement prior to the effective date of the cancellation, which twenty (20) days after receipt of notice of cancellation, or which live (3) days after receipt of funds from BUYER'S cleared check, whichappe is later. If BUYER has used the facilities prior to cancellation, the SELLER may deduce from BUYER'S deposit the necessary funds to compensate SELLER for some at the rate of two Fundated Dollars (\$20,000) per day or the maximum allowed under the Florida law.

17. RESALE DISCLOSURE.

Any resale of this timeshare interest must be accompanied by certain disclosures in accordance with Section 721,065. Fiorida Statutes.

- 18. BIADING EFFECT. This Agreement is binding upon the parties hereto and their halm, legal representatives, accurate and sulgan. This Agreement appeared any and all understandings and agreement between the parties inereto, and it is maintaily understand and agreed that this Agreement increases the entire Agreement between the parties inereto, and any representation or inducement which is not set forth in this Agreement that the of no force sudfor effect. This Agreement may not be assigned by BUYER except with the prior written consent of SELLER. This Agreement may only be amended or modified by an instrument in except the assigned.
- 19. SEVERABILITY. If any clause or provision of this Agreement statt be held invalid by Court order or otherwise, the invalidity of such clause or provision shall not effect the validity of the remainder of this Agreement. The remaining provisions of this Agreement will continue to be fully anforceable in accordance with the tarms bereaf.
- 20. ADDITIONAL DOCUMENTS. The parties to this Agreement will execute any additional documents which casy be necessary or convenien to earry out the lesent and purposes of the parties to this Agreem
- 21. GENDER AND TENSE, Wherever appropriate in this Agreement, the singular shall be deemed to refer to the planel and the planel and the planel and ns of meaculine, feminine and neuter gender shall be deemed to include chiner, both or all of the other gendera.
  - 22. CHOICE OF LAW. This Agreement shall be governed and construed in secondance with the laws of the State of Florida.
  - 23. ASSIGNMENT. This Agreement is not assignable by BUYER. This Agreement, however, is assignable by SELLER.

24, ADDITIONAL TERMS.

This Agreement is subject to the terms and conditions act forth on the two (2) pages hereof which by this reference are made a part hereof. Receipt of a completed copy of this Agreement is hereby acknowledged by BUYER.

IN WITNESS WHEREOF, the puriles have hereunto set their respective basels and seals on the day and year that above written.

You may cancel this contract without any penalty or obligation within 19 calendar days after the date you sion this contract or within 10 calendar days after the date you receive the last of all documents required to be provided to you, whichever is later.

if you decide to cancel this contract, you must notify the SELLER in writing of your intent to cancel. Your notice of cancellation shall be effective upon the date sent and shall be sent to Fairfield Resorts, inc. at: Post Office Box 94443, Las Vegas, Nevada 89193, Attention: Contract Department. Any attempt to obtain a waiver of your cancellation right is void and of no effect. While you may execute ell closing documents in advance, the closing, as evidenced by delivery of the deed or other document, before expiration of your 10-day cancellation perlop is prohibited.

SELLER: FAIRFIELD RESORTS, INC.

MYER: KIMBERLY DANIELS DID SPOKEN WORD MINISTRIES

AUDIORIZED ILLIAN SIMULANVE OF SELLEN

<sup>&</sup>quot;Noilly fall man that a written notice of cuncettation is delivated, by any manus which may indude cuttled mail return receipt requested, to FARFIELO RESORTS, NO Any notice of sencetation chall be considered as a cuttled on the place of origin if (segrephest, so hall as the sature is cuttled, cowherd by the developer or secretary agent. If given by receives of weiging transmitted other than by part or telegraph, the notice of current state be considered given at the firm of that any all its place of telegraph.

- 1. OBLIGATION. For value received, KIMBERLY DANIELS DBA SPOKEN WORD MINISTRIES (the "MAKER"), hereby promises to pay to FAIRFIELD RESORTS, INC., a Delaware corporation (the "HOLDER"), or order, is lawful among of the United States, the principal sum of Seven Tanasand Six Handred Six Delians and Zero Cente Dollars (37,506.00), together with interest on the unpaid between from 04-25-2004 until paid in full, at the rate of Twelva & 99/100 percent (12,99%) per annum. Payments of principal and interest are due in intallments of One Handred Takrasen Dollars and Fifty Two Cents Dollars (2111.51), or more, beginning 05-09-2504 and continuing on the 9th day of each extendar month thereafter until the entire unpaid principal balance of this Note, together with any accruted but impaid interest thereon, shall have been paid.
- 2. APPLICATION OF PAYMENTS. The Interest Maker owes will be calculated on a daily interest factor basin using the foregoing interest rate and the actual number of days between payments and the actual number of days in the year. If Maker makes the required intaffirment payments prior to their due dates, the "FINANCE CHARGE" Maker pays will be less than estimated by Holder since barrest is being applied on a duity basils. If, however, Maker maker any installment agreement will necessarily increase the total amount of the "FINANCE CHARGE", even if there are no lists charges assessed pursuant to this Note. Maker's payments are applied first to increase, then to any unpaid cours or expenses payable by Maker under this Note, and then to reduce the principal bainness due. Interest wift be charged on a daily basis starting as of the date of this Note, which is before Maker's first (in) installment payment in due. Maker's final payment may be adjusted for the amount of principal and interest them owed as computed by use of the daily interest needs of payments and/or the charging of coats or expenses under this Note where here charged to Maker's installment payments. Interest shall ease charged to Maker's installment payments. Interest shall ease charged to Maker's installment payments.
- 3. SEGURED NOTE. Payment of this Note is secured by a biorgage, of even date betwein, given by MAKER for the benefit of HOLDER, encumbering MAKER'S Ownership interest in Ocean Walk II, also referred to as the "Property", as described in the Contract for Parchase and Sale or Parchase and Sale Agreement ("Commat") and the finters, furnishings, and equipment located thereon should in VOLLISIA County, Florida, as more particularly described in the Monigue. MAKER'S believe in the Property is that of an "Owner" as such term is defined in that certain Dackaration for the Resort Facility recorded or to be seconded in the Public Records of the county named above. Unless specified ferrain to the contrary, all capitalized terms used herein shall have the same meaning as after to make terms in the Declaration.
- 4. PREPAYMENT. MAKER may, at its option, prepay all or any part of the principal amount of this Note and at any time and from time to time without premium, because or penalty and interest shall cease on the principal so paid. All prepayments of principal shall be applied to the lest matering installments become that making of a prepayment shall not release MAKER from his obligations to pay each and every installment that hereunder until all principal and accrued interest have been paid in fait.
- 5. LCAN CHARGES. If a law, which applies to this Note and which sets maximum loan charges, is finally interpreted so that the interest or other foun charges collected or to be collected in connection with this Note exceed the permitted limits, then: (i) any interest and/or other loan charges will automatically be reduced by the amount necessary to reduce the interest sate and/or charges to the permitted limit, retroactively effective so of the date of this Note, and as always that Note originally provided for the reduced interest rate and/or loan charge, as the case may be; and (ii) any sums already collected from Maker which exceeded permitted limits with the refunded to Maker. The Holder may choose to make this refund by reducing the Principal Maker owes under this Note or by making a direct payment to Maker. If a refund reduces Principal, the reduction will be treated as a partial prepayment.
- 8. LATE CHARGE. Should default in the payment of any amount due hereunder continue beyond ten (10) days from the due date of such payment, MAKER shall pay a late charge to compensate HOLDER for the added expense and inconvenience locurred by HOLDER and caused by such delay in payment. It is acknowledged by MAKER and HOLDER that the annual amount secessary to adequately compensate HOLDER in such case would be impractical and extremely difficult to calculate. MAKER and HOLDER therefore agree that the amount of such late charge shall be a minimum of \$3.00 or 1% of the amount that is late, whichever is develor.
- 7. EVENTS OF DEFAULT. All payments shall be made on or before the date at the office of HOLDER in Orlando, Florids, or at such other place and to such authorized agent as HOLDER may designate. If MAKER that he in default for a period of 50 days in the payment of any monthly installment (43 days if MAKER has peld shore than 50% of the principal amount of the Note), HOLDER shall have the following eptions:
- (a) In the event a fixed for the Property has not been delivered to the MAKER, to terminate the Costant upon giving 30 days notice in writing to MAKER at his lest known address of HOLDER'S intention to cancel the Contract. All monies therefore paid and whitever intenet in said real estate acquired intention, if any, together with any and all improvements thereon shall be forfeited and shall remain the Property of HOLDER as liquidated damages for breach of the Contract and as reasonable road for the Property contracted to be purchased by MAKER and that upon such forfeiture and termination of the Contract, HOLDER that he exhibited to immediate possession of said Property. The failure and confission of the HOLDER to declare this Note and Contract forfeited on any broach hereof shall not constitute a walvor of any future broach, and shall not operate to bar, abridge or destroy the right of HOLDER to declare same forfeited upon any subsequent branch.
- (b) In the event a deed for the Property has been recorded, to forestone the lien of HOLDER, sectoring the Note its accordance with the terms of the Contact and Mortgage and seek whatever additional remedias may be available and to which HOLDER allowed the emidded under Florida law. In such sweat the MAKER agrees to indemnify and repsy HOLDER, its successors or assigns, anomey's fees and costs incurred by HOLDER, its successors or assigns, to the extent allowable by law
- RCCELERATION. If an event of default of a monetary nature shall occur, or within thirty (30) days after receipt of written notice of the occurrence of
  any erms of default of non-monetary nature, the entire unpublishance of this Note and all interest accrued thereon shall become immediately due and payable at the
  election of ICO DER.
- B. SALE OR FURTHER ENGLIMBRANCE. Upon MAKER'S sale, transfer, hypothecation, assignment or further encumbrance, whether voluntary, involuntary or by operation of law, of all or any part of the Property, or any interest therein, (excluding an assignment of rights to use Property in accordance with the providings of the Declaration and the Rules and Regulations). IOLDER may, at its sole oplice, by written notice to MAKER, declare all originations under this interestably due and payable. MAKER shill notify HOLDER promptly in writing of any transaction or event which may give rise to a right of acceleration under this interest payable and costs resulting from MAKER'S breach of MAKER'S chiliquious under this paragraph, MAKER acknowledges that MAKER'S Inhere to give such notice thay damage HOLDER in an amount equal to not test than the difference between the interest payable on the obligation bersunder and the interest which HOLDER would have been able to obtain on said rum on the data when the event which gave rise to the right of acceleration
- 10. ATTORNEY'S FEES. In the event that any action is instituted on this Note or under the storages or any action is instituted with respect to any event of default hereunder or under the Mongage; the court in such action shall award a reasonable sum as attorney's fees to the party who, in light of the issues lidgated and the count's decision on those issues, was more successful in the action. The more successful party need not be the party who recovers a judgment in the action. If a party voluntarily dismisses an action, a reasonable sum as attorney's fees shall be awarded to the other party
- 11. SET-OFF: COUNTERGLAIM. MAKER hereby waives 12 rights of set-off and counterclaim with respect to this Note, including such rights of set-off and counterclaim which may arise from children between the MAKER
- 12. INVALIDITY. In the event any one or more of the provisions contained units, hote pink [orange fragility fragility of his provisions contained units, hote pink [orange fragility fragility fragility of the provisions contained units, hote pink [orange fragility fragility fragility fragility fragility fragility fragility or unenforceability shall not effect any other providing of the provisions, 1444, the amounteded, by

and match the Calaberal Agent (as detable on the earlier of paties to read to the provily security intensit seems to that provily security intensit seems to that by the Collateral Agent sech of the secured parties under to a call Agency Agreement."

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Contract No: 23-negozya

19. WAIVERS. Except as otherwise provided herein, MAKER waives presentent and demand for payment, protest and notice of protest and nonpayment, and agrees that MAKER'S liability under this Note shall not be affected by any renewal of execution in time of the payment hereunder or by a release or change of any security for the payment of this Note. No waiver of any right or remedy of HOLDER or of the same right or remedy at any subsequent time.

14. SUCCESSORS AND ASSIGNS. All coverants and agreements herein shall be bloding upon MAKER and its successors and assigns, whether so expressed or not, and all such coverances and agreements shall know to the benefit of HOLDER and its nominates, successors and satigns.

18. NOTICE. All notices required or permitted to be given to HOLDER or MAKER hercorder shall be in writing and shall be deemed to have been thely given if either delivered personally or mailed, by regimered or certified mail, return receip requested, possage prepaid and addressed to such party at the address and forth below, provided that either MAKER or HOLDER may change such address from time to time by written notice similarly given to the other:

If to HOLDER:

FAIRFELD RESORTS, INC. 5427 South Perk Circle, Suite 500 Orlando, Portda 12219 II to MAKER

KIMBERLY DANIELS DBA SPOKEN WORD MINISTRIES

121 SCHOONER KEY PLACE JACKSONVILLE FL 32216

USA

Any notice so given shall be deemed to have been delivered on the day of personal delivery or, it given by United States mail, on the fifth business day after the same is deposited in the United States and us provided above.

16. GENDER AND TENSE. Whenever appropriate in this Note, the singular shall be deemed to refer to the planal and the planal to the singular, and promune of manualine, faminings and mention gender shall be deemed to include either, both or all of the other genders.

17. CHOICE OF LAW. Florida state law governs the rights and obligations of Maker and the Holder under this Note, except to the extent applicable United States federal law, now in existence or hereafter emected, permits a higher interest sets in which case the applicable federal law shall govern the interest rate, and in no event will the interest rate and the aggregate of all interest or any item deemed interest extends under any changes the maximum, noticentious amount permitted by applicable law.

IN WITNESS WHEREOF, MAKER has duly executed this Note as of the date first written above.

MAKERY

WHOLE DATE DESCRIPTION OF MARSTRIES

[FL FCI Generic]

No. 370/Rev. 3-04

## ADDENDUM TO CONTRACT AND TRUTH IN LENDING DISCLOSURE STATEMENT

Contract Number: 33-0410225

SELLER: Fairfield Resorts, Inc.
8427 SOUTH FARK CIRCLE, SUITE 500
ORLANDO, FL 32819

Buyer(s) Name: KIMBERLY DANIELS DEA SPOKEN WORD MINISTRIES

			121 SCHOONER KE JACKSONVILLE P	
HUYER soknowledges the personnel and related expense	at there is a \$349.00 processing t as, office and overhead expenses,	ee which represents SELLEF, and other related expenses),	PS costs for processing this sale	(including document properation expenses,
BUYER has the following	options to pay the processing fee	!		
BUYER elects to pay t	the processing fee up front.	_2	BUYER elects to finance a p	ortion of the processing fee.
BUYER acknowledges that	BUYER is obligated to pay settle	ament charges in connection	with this said.	
If BUYER elects to finance of Discionare Satement' below.	t pertion of the processing fee, (	then the firenced parties will	be included in the AMOUNT F	TNANCED box in the "Truth-in-Lending
SUYER has the following o	options to pay the settlement char	āve;		
X BUYER elects to pay ti	ha acitiement charges up front.		BUYER elecis to finence a po	ortion of the actilement charges,
If BUYER elects to finance a Dissionate Satement' below.	portion of the settlement charges	, then the financed portion wi	is be included in the AMOUNT )	FINANCED box in the "Truth-in-Lending
	Discount: \$3,097,00			,
PURCHASE PRICE \$	11,300,00 PROCESSIN	O FEE \$ 349.06	SETTLEMENT CHARGES \$	131,25
Cash deposit s	846.09 OTHER PAY			
"You", "your" and "yours" me contained in this Truth-in-Lend	en each and all of those pennis ling Discionure Sustement la base	who sign below. The words don the date of 04:25-2004.	"we", "our" and "us" mean the :	SELLER named above. The information
	nc. is the "Creditor",			
	noth-in-Lending Discionurs Suite	nent". Fine	l Pareisse Price (schuling Proce	asing Fee: \$8,452.00
ANNUAL	FINANCE	Amount	Total of	Total Sales Price
PERCENTAGE	CHARGE The sholler amount the crosts	Financed The second of credit	Payments The associat you will have	The local cost of your purchase on credit including
The cost of your credit as a yearly mate.	WED COST YOU.	provided you or ex your behalf.	paid after you have made payments of scheduled.	Sans questinismen of
12.99 %	<b>8</b> 5,016.46	97,606.00	\$13,522.40	\$846.00 \$14.468.40
Your payment exherinin will be			<u> </u>	
Namber of Payments 124	Acquire of Pay \$111,52	recipe	Vylica Pays 00-09	acat) briga -2604
*The ANN HD 1: \$	UAL PERCENTAGE RATE disclose HD 2 : \$	d sbove:		
aubject to increase by 1% 1% 1 ene increase above 13,99  "Pro-Authorized Check by Socurity: Yes are giving a security! Late Charge: If a payment or past or whichever is greater. Propagnant:	is the event you fall to confine the "?  So. Any lacroses will miss the for- in", your regular payments will increa- tererant in the Propurty being purchase if a payment in mere than ten (10) days if you pay off early, you will not have their provisions of the contract document	Pre-Audarsized Check Plan.* The confidence of higher mountry payment as as to \$218.65.  In the confidence of the confide	n panthiumus linterpat rate lacreare wood nestone. If the laterest rate lacrease Poss: \$331.25 Est. thity late charge of a minimum; of \$5.0 means "not applicable" "E" a	NTAGE RATE stated above in Economically tid be 8 %, which means the interest rate will as by 1 % upon your discontinuance of the 50 cm 6 % of the amount that is late, stated "exchants" treatment in fell before treatment required appayment in fell before
limited on of the Amount Planced:				
\$ 7,292.00 Amount of credit;	movided to you for Purchase Pries.			
5 314.00 Amount of crodit p	novided to you for Proceeding Fee.			
,	mylded to you for Syttlement Charge	l.		
5 7,604.00 Total amount of on S 9,60 Prepaid finance cha				
DUYER KINBERLY DANIELS CO	y Dund	b	TOTAL S	5/3/04
	A SI-CHTH AOUTH WIND HIES		DAHIV (	/ / ·

## **CONTRACT ADDENDUM**

CON	TRACT#: 33-0410275		DATE: 04-25-2004	
BUYE	R(S): KIMBERLY DANIELS DEA	SPOKEN WORD MIN	IISTRIES	
SELL	ER: Fairfield Resorts, Inc.			
E	BUYER has the option to pay the loan 1	palance within thirty (30)	) days of the date of this sale with r	to interest due
	BUYER also has the option to increase			
1n g 30	wer interest rate and payment amount.			
	LEASE DIRECT ALL QUESTIONS		•	•
li bottom	f you choose to take advantage of this of this form to the address below.	ption, please send your a	idditional down payment or pay off	check along with the
EAIDE	FIELD ACCEPTANCE CORPORAT			
FINAN 10750	ICIAL SERVICES W. CHARLESTON BLVD., SUITE EGAS, NV 89135-1028		( ELE	PHONE: 1-800-251-8738
I.	PAY OFF OPTION		Processing Fee: \$	349,00
	Net Purchase Price: \$ 8,1	03.00	Down Payment Amount: \$	846.00
	Contract Number: 33-041	0275	Pay Off Amount: \$	7,606,00
	Cash Down: \$846,00	Other Down: \$0.00	Discount: \$3.	097.00
II.	INCREASE DOWN PAYMENT O	PTIONS		
	TERMS	CURRENT	OPTION I	OPTION II
	Down Payment Amount	\$ 846.00	\$ 1,2 <del>6</del> 7.80	\$ 4,226,00
	Down Payment Percent	10.00 %	<u>15.0</u> %	5010 %
	Payment Amount/Frequency	\$ 113.52 / Mo	\$ <u>107.23</u> / Mo	\$371,51_/ Mo
	Interest Rate	12.99 %	12.99 %	9.99 %
	Length of Terms	120	120	12
	Additional Amount	\$ N/A	\$ 421.80	\$ 3,380.00
	(The new payment an	ount may change if a sc	heduled payment has been receive	d.)
	Enclosed is my pay off check totaling	; \$		
	I have chosen Option,	and enclosed my addition	nal payment totaling \$	
BU/ER! KI	MUBUUL DANUL MBERLY DANIELS BRANFOREN WORD MINS	TRIES I	5/3/04	
1	1		Via PAA	
DATE		natural desiration of the second of the seco	MANAGER WWW L	
			•	No. 179/Rev 8-01

· FLORIDA UDI Blennlat

## STATEMENT OF UNDERSTANDING **UNDIVIDED OWNERSHIP INTEREST**

Contract Number: 33-8410275

The undersigned buyer(s) have this day entered into an agreement to purchase from Patrield Resorts, inc. ("SELLER") a Vacation Ownership Interest ("UDF) at PAIRFIELD DAYTONA at DAYTONA, FL together with the affocation of 164,838 Points. In connection with seld purchases, buyer(s) actionwhelps that the farms ast forth below have been fully disclosed and explained. Wherever appropriate in this Statement of Understanding, the singular shall be described to the front to the plural to the singular, and pronouns of mesculine, furthers and pouter gender shall be described to their contents to include either, both or all of the other ganders.

IWa acknowledge out twelve [12] month use year is January 1st through December 31st Our points will be renewed for use only in ODD years (January 1 to December 31) and thet we will be entitled to use said points only in such ODD years to reserve use of the UD) subjected to the Trust Agreement.

Prior to signing a contract for the purchase of a LIDI, we reviewed and understood the terms and conditions of the installment contract or agreement and west advised and understood the cencept of timeshers or Vacation Plan the Management Trust Agreement, and west advised and explained;

a. Each Vacation Unit, as defined in the Amendod and Resizied Firithere Vacation Plan Use Management Trust Agreement; in the FeirShare Vacation Plan (also known as the FairShare Plus Program) is assigned a nightly occupancy point value, which varies depending upon the season of use, size of the unit, and resort location.

b. The omount of my use depends upon the number of Points which have been allocation.

c. Reservations for use of any Vacation Unit subjected to the Trust Agreement may be requested up to len (10) mention in subjected on the first day of intended occupancy, and an occitimed on a space available base.

d. Points must be used within each use year, or deposited in arthrace in the Vot. The Points Credit Pool. The Points Credit Pool is a limited feature that allows the Mamber to receive credit for tuture use when deposited up to 1 day prior to the start of the use year.

a. Reservations must be cancelled more than thirty (30) days prior to use as Points can be used of another time. Reservations cancelled less than thirty (30) days prior to use will receive Points that can be used only to confirm reservations (their (30) days of less from date of servat.

to be note that the servations during central holidays are administered on a "Rotaling Priority Let" basis. Other high demand periods may also be selected based upon a "Rotaling Priority List," at as determined by the Plan Manager, as defined in the Fair-Share Vecation Plan Lias Managerment Trust Agreement (the "Trust Agreement"), as may be revised from time to time.

Additional hours keeping service consist coursed by short stays or longer stays with be billed supersistly to us.

Pols are NOT allowed, except for disabled consistence.

- We acknowledge

  a. Assessment Fee: FebShare Plus Assessment poyable to the FairShare Vacation Use Management Turst ("Trust") on bottom of the Association networky in advance, in either one includence or in monthly installments, as determined by the Plan Manager, as defined in the Strain Agreement. The FairShare Plus Assessment includes POA Fee ("POA" refers to the property comers association remed in the declaration for the UD) for our UDI assessment includes POA Fee ("POA" refers to the property comers association our FairShare Plus Assessment stell be used exclusively for the operation and administration of the Plan and for the operation and maintenance fee of the POA for our UDI; as portion of any purchase contract polyments are to be allocated to such assessment. The POA see includes a management fee to the management firm for the POA as given is the POA's budget. The FairShare Plus Assessment size includes faide network company membership less. INVe have received a proposed budget reflecting the POA Fee for our UDI has been included a fined network company membership less.
- representant also includes used interests company marriagnating text. I was navo reversed a proposad sample rescuing the 7-to Feet for our UTI and the Program Fee.

  5. Softlement Charges: Buyer(s) assume responsibility for payment of all Septement Charges. Included are filings feet, and file frautance. Settlement Charges are the all time closing, or in some justicistions at time of payolf. Estimates are shown on the Contract for Purchase and Sale.

  6. Programma Feet \$3.40.00.

  6. Taxos: Buyer(o) assume responsibility for property taxes and will be billed separately.

- IAVe acknowledge that prior to signing the contract or agreement we were presided the following documents, as emended from time to time, and understand that we should not raily on any representations often than those contained in said documents:

  a. Amended and Resisted FairShare Vacation Plan Lisa Management Trust Agreement and amendments thereto, if any b. Articles of Incorporation of FeirShare Vacation Comment Association

Bysins of Faishard Vacation Owners Association
 Management Agreement
 Felishare Plus Vacation Program Directory ("Directory")

We acknowledge that price to signing the contract or agreement for the purchase of the above described UDI, we were furnished with a copy of the following documents or we were knowned that the televing documents would be exadeble from the side upon request:

a. We control the side property report for FLORIDA when same is applicable to this development.

b. Declaration, Project instrument or Master Deed for the Tensetare Regime (Covenants, Conditions and Restrictions)

c. Articles of incorporation for Timeshare Association

d. Bytaws for Timeshare Association

e. Piet or Floor Plan of Timeshare Regime

f. Reservation System Rules and Registations of the Timeshare Regime

f. Reservation System Rules and Registations of the Timeshare Regime

t. Management Agreement of the Timeshare Regime

Linderlying measur documents, if applicable

MVs acknowledge that the Plan Manager may redetribute the anneal Points attributable to a Vacation Unit within the seasons of the year, up to a cumulative total of liverity percent (20%) accessed of decimase.

VD

IWe administrate or convey our UDI nor may we use our Points unless we are current in our annual FairShare Plus Assessments and obligations to SELLER and/or the Trust.

And obligations to SELLER and/or the Trust. Our IDS is examination in international and Sales Act because the Developer is legelly obligated to complete the units within two (2) years from the date of the first case in a buildingfund, and that any HUD (0.5) Properly Report we may have even or received in not

years from the date of the first use in a buildinghall, and that any HUD (it.5) Properly Report we may have eeen or received as not applicable to this purchase.

c. if we default in payment of our obligation under the installment contract or note we will forfest any and all sums paid to either the SELLER or paid in advance into the Trust.

d. The Farthers with have achieved certain eligibility others as as forth in the Member's Chicatory. Only Points associated with vacation entirely interests perchased streetly from Painfield or Points associated with other vacation ownership interests perchased streetly from Painfield or Points associated with other vacation ownership interests as determined by Pathfield are eligible to be counted toward VIP vigibility. See the purrent Fauthpurp Plus Member's Directory for the minimum Points required to participate in the VIP Program. In the event Owner subsequently selfs the Property is a time grap purchased, the Prints associated with the Property will not be eligible to be counted lowerd VIP vigibility is such purchaser. Fairfield, in the sole display to such purchaser. Fairfield, in the sole display to such purchaser. The sale of the Property by Owner to a third party purchaser may also receil in a reduction or loss to such purchaser. The sale of the Property by Owner to a third party purchaser may also receil in a reduction or loss to such purchaser of other Faurities.

8, I/We hereby acknowledge:

e nersy acknowledge:
We have needed no advice from SELLER, SELLER'S salesperson, or enjore on behalf of SELLER, relating to the deductibility under
Federal or state tax laws, of interest or other expenses related to our purchase of the UD).
This UDI is being purchased for any own personal section use and enjancent.
Our Purchase is not isseed in relatince upon the purphe of a future program engineered or resortamently addition which is not

included in the disclosure malerials provided with our purchase

We have received no advice, nor had any discussion, concerning any financial or monetary advantage such as rental income, piece approcasion (include receive or bay advantage)

SELLER open not granunize to either reputchase the UDI or sell the said UDI for us

No 738/Rev 9-03

Contract Number, 33-0410276

INVe administration has SELLER has represented that, in addition to exchanges by or through the Faktings Plus Program, the UDI is presently acceptable to an intermitting it rade network company, the purpose of which is to allow us the option of exchanging occupancy of a reserved interval weaklet for occupancy at other respits acceptable to such international study activated with the white our memberably in the international leads only only is included with our memberably in the fattisher Plus our periodicipation is optional tracele and its white to the rules, regulations, terms and memberably dues and other integes of such intermediate leads restwerk company as same united to the out SELLER does not guzranice the availability of an exchange or the continuation of said program.

IAWs acknowledge that live may have received during the sales prepartation information regarding. Resort Condominiums International, Inc.
("RCI"), which has the same parent company as SELLER, but RCI is otherwise an independent company separate and apart from the
SELLER or interval international, inc. ("I"), an independent company separate and apart from the SELLER, and the external exchange
solutions and benefits evaluate to us and only lives available through the actions/decided international kade network company. Our indemetwork company removal fees will be paid as part of our arqued FairState Plus Assessment.

11. The acknowledge that the only international incle nativotic available with this purchase is. Report Condominiums international, Inc.,

SELLER does not have any control or financial interest in any other interestional trade potwork company. SELLER does hereby discision and shall not be responsible for enty sesurances or representations set fault within the brookings and information of the informational inside anisotropy. We acknowledge receipt of all fallentialized and the financial inde nativers disciouse multivistic and the SELLER is paying our tellar memorarily the in the interestional trade network. company.

tWe scincedadge that our use of the ParShare Vacation Plan is limited to lits units at the resert locations described in the ParShare Page Vacation Program Directory ("Directory"). We are considered that prior to signing the Continuit we were informed, and understood, that EELLER and certain of its sub-idirectory"). We are considered in that prior to signing the Continuity after the certain described to use a EELLER-owned facilities and certain dark principles at times other than during that reserved periods to use a EELLER-owned facilities and certain dark recities of cartain other participating resorts as set forth is list current rate conducts for each such resort, subject to the payment of cutain table these and so other terms and conditions from time to time in a silect. Any of the facilities which are from time to the made available may be changed or similarted without notice at any time, and the rates, terms and conditions which from time to time apply may also be changed without notice at any time.

13. We acknowledge that SELLER will not honor any verbal representations made to you other than those documented in writing,

The undersigned Buyer(e), whether one or more, by signing in the space provided below, hareby certifies that he seed each and every one of the proy statements and that he/she upstendands each one and has had an opportunity to inquire of the SELLER with respect to those lesses. foregoing statements and that he/she up

BUYER: KIMBERLY DANIELS DEA SPOKEN WORD MINISTRIES

BUYER:

5-3-04

RFTURN TO GREENSPOON.

GREENSPOON, MARDER, E: AL TRADE CENTER SCRUTH 1773; 100 WEST CYPRESS CREEK ROAD FT. LAUDERDALE, FL 33309

tierein.

Continet No.: 33-0410275 Sales Price: 8,452,00

PREPARED BY: Kim Thompson Title Department 8427 South Park Clicke, Suite. 500 Orlando, Florida 32819 08/30/2004 10:38 AM Doc stemps 59.50 (Transfer Act \$ 8452) Instrument# 2004-218028 Book: 5391 Page: 1900

## SPECIAL WARRANTY DEED OF CONVEYANCE (Ocean Walk ii)

as @RANTEE(S), whose address is: 300 North Atlantic Avenue, Daytona, Florida 32118.

### WITNESSETH

That the Grantor, in consideration of Ten Dollars (\$10,00) and other good and valuable consideration to it paid by the Grantee(s), the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does grant bargain and sell and convey unto the aforesaid Grantee(s), their heirs, devises, successors and assigns, the following described property:

A 77,000 / 188,713,000 undivided tenant-in-common fee simple interest in the grouping of VOI Units commonly known as Units 820-828; 720-728 of Fairfield Daytona Beach at Ocean Walk II. A CONDOMINIUM, together with all appurtenances thereign, according and subject to the Declaration of Condominium for Fairfield Daytona Beach at Ocean Walk II. A Condominium, as recorded in Official Records Sook 5279, Page 541 et seq., public records of Volusia County, Florida, together with any and all amendments and supplements thereto. Crantee(s) Contract Number with Grantor for the purchase of the interest identified herein is 32.0410275.

TigGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise apportaining.

The Property described above is a/an <u>BIENNIAL</u> ownership interest as described in the Declaration for the projects and such ownership interest has been allocated <u>154,000</u> Points as defined in the Declaration for use in <u>Odd</u> year.

This conveyance is subject to and by accepting this Deed Grantee(s) does hereby agree to assume the chiligation for payment of a pro rata or proportionate share of the real estate taxes for the current year and subsequent years. Further, by accepting this Deed Grantee(s) accepts title subject to the restrictions, items and chiligations set forth in the: (1) Conditions, restrictions and limitations, reservations, easements and other matters of record; (2) Declaration of Condominium for Fairfield Daytona Beach at Ocean Walk II, a Condominium as recorded in Official Records Book 5257, Page 469, et seq., Public Records of Volusia County, Florida, together with any and all amendments and supplements thereto; (3) Declaration of Reciprocal Essement recorded in Official Records Book 4670, Page 1289, and First Amendment recorded in Official Records Book 4793, Page 2166, Public Records of Volusia County, Florida; (4) Easement as to Ocean Walk Tower Marketing Agreement (Tower II) recorded in Official Records Book 4670, Page 1320, Public Records of Volusia County, Florida; (5) Declaration of Access and Use and Grant of Easements recorded in Official Records Book 4793, Page 2166, Public Records Book 4670, Page 1308, and First Amendment recorded in Official Records Book 4793, Page 2161, Public Records of Volusia County, Florida; (6) Declaration of Easement between The City of Daytona Beach and Tower II Development Co., L.L.C., a Florida limited liability company, recorded in Official Records Book 4793, Page 2184, Public Records of Volusia County, Florida; (6) Declaration of Use Rights and Reservation of Easement, as recorded in Official Records Book 5257 at page 600 et seq., Public Records of Reservation of Easement, as recorded in Official Records Book 5257 at page 600 et seq., Public Records of

Form; 13AD402 2504

Book: 5391 Page: 1901 Diane M. Hatousek Volusia County; Clerk of Court

Volusia County, Fiorida; (9) Amended and Restated Declaration of Easements, as recorded in Official Records Book 5257 at page 594 et seq., Public Records of Volusia County, Florida; (10) Encroachment Easement Agreement between Ocean Walk Resort Condominium Association, Inc. and Fairfield Resorts, Inc., as recorded in Official Records Book 5257 at page 619 et seq., Public Records of Volusia County, Florida; and (11) Lease Agreement entered into the 6th day of May, 1998 by and between the City of Daytona Beach ("City") and Ocean Walk Properties, Ltd., as recorded on December 28, 2000, in Official Records Book 4829, Page 1141, Public Records of Volusia County, Florida, as amended and assigned from time to time; and agree(s) to perform the obligations set forth therein in accordance with the terms thereof.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND Grantor hereby covenants with Grantee(s) that it is lawfully seized of the interest conveyed herein; that it has good and lawful authority to sell and convey said interest; that it hereby fully warrants title to said interest and will defend the same against the lawful claims of all persons claiming by and through Grantor; and that said interest is free of all encumbrances except easements, restrictions, and reservations of record and taxes for the current year and subsequent years.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name, and its corporate seal to be affixed, by its proper officers thereunto duly authorized the day and year above written.

RESORTS INC.

FLORIDA

N/A

05/08/06

Thompson

Vice President STATE OF FLORIDA COUNTY OF ORANGE The foregoing instrument was acknowledged before me this 23rd\_day of July Kim Thompson as Vice President of FAIRFIELD RESORTS, INC., a Delaware Corporation, on behalf of the corporation He/she is personally known to me and did not take an oath. (AFFIX SEAL) Print Nerne: Kayla S. Jacques' Notary Public, State of FLORID

18.50 Recording Fee: Doo Stamps: \_ 59,50

Commission # 000115670

Expires 5/8/2008

(800-432-4254) Florida Molary Assn., Inc

(CORPORATE SEAL)

orm: DAD328 a/A

Serial Number, if any:

My Commission Expires:

RFTURN TO: GREENSPOON, MARDER, ET. AL TRADE CENTER SOUTH #700 100 WEST CYPRESS CREEK ROAD FT. LAUDERDALE, FL 33309



08/30/2004 10:38 AM Doc stamps 26.95 Intangible Tax 15.27 Instrument# 2004-218029 Book: 5391

Page: 1902

Contract
Sales Price
Parcel

#33-0410275 \$11,200.00

## **MORTGAGE DEED**

THIS INSTRUMENT PREPARED BY: FARFIELD DAYTONA BEACH AT OCEAN WALK II FARFIELD RESORTS, INC., TITLE DEPARTMENT USI, PHASE 330320 \$427 SOUTH PERK CIRCLE, SUITE 500 ORLANDO, FL \$2819 PHONE: 407-373-5200

THIS MORTGAGE made the 25th day of April, 2004,

by: KIMBERLY DANIELS DBA SPOKEN WORD MINISTRIES ('MORTGAGOR'), of 300 N ATLANTIC AVE, DAYTONA, FL 32118 0000 to FAIRFIELD RESORTS, INC., a Delaware corporation (MORTGAGEE').

WITNESSET H that MORTGAGOR has executed a promissory note ("Note") dated 04-25-2004, the terms of which are incorporated herein by this reference, in the principal sum of \$7,606.00, and with final payment due on 05-09-2014.

NOW THEREFORE, to secure payment of the note and performance of the covenants herein and for good and valuable consideration, the MORTGAGOR grants, sells and conveys to MORTGAGEE, its successors or assigns, the following described Property, more particularly described as follows:

A \$7000 / 189,713,000 undivided tenant-in-common interest in Units 620-628; 720-728 ("Property") of FAIRFIELD DAYTONA BEACH AT OCHAN WALK II, A CONDOMINIUM, together with all appurtenances thereto, ("Guidominium"), as further defined in the Declaration of Condominium for Fairfield Daytona Beach at Ocean Walk II, A Condominium ("Declaration") which shall be or has been recorded in the Public Records of Volusia County, Florida, and all amountments thereof and supplements thereto, if any,

Together with all improvements, hereditaments and appurtenances thereto now or hereafter existing, the rents, issues and profits thereof, and any interest MORTGAGOR may own in all fixtures now or hereafter attached to or used in connection with the premises described above, and together with MORTGAGOR'S interest in all furniture, furnishings and appliances now or hereafter located on the Property. MORTGAGOR grants to MORTGAGEE a security interest in all such personal property with all the rights of a secured party under the Uniform Commercial Code.

TO HAVE AND TO HOLD the above mortgaged Property unto the MORTGAGEE, its successors and assigns forever, subject to those items set forth in the Warranty Deed of even date herewith, from MORTGAGEE, to MORTGAGOR and pertaining to the Property, provided that upon full payment of the note, and the performance of the covenants and warranties herein, then this mortgage and note shall be null and void. Any renewal or extension of note, or any modification of this mortgage, shall not waive any rights of the MORTGAGEE created hereby.

MORTGAGOR (jointly and severally, if more than one) warrants and covenants to and with MORTGAGEE as follows:

- 1. MORTGAGOR has the right to convey and mortgage the Property. It is unencumbered, and MORTGAGOR will forever protect and defend the Property against all claims. This is a purchase money first mortgage.
- 2. MORTGAGOR will keep the Property fully insured against loss by five and lightening and such other risks as MORTGAGEE may require, with an insurance company satisfactory to MORTGAGEE, for the benefit of MORTGAGEE, provided, however, that the foregoing obligations shall be deemed satisfied if the Owner's Association maintains a "master" or "blanket" policy on the project which provides insurance against fire, hazards included with the terms "extended coverage" and such other hazards as MORTGAGEE may require, and in such amounts and for such periods as MORTGAGEE may require. MORTGAGOR shall furnish evidence satisfactory to MORTGAGEE of the existence of insurance complying with warranty contained in this paragraph.

No. 680/Roy, 8-02

Book: 5391 Page: 1903

Contract Number: 33-0410278

- MORTGAGOR will promptly pay when due all amounts due under the note, all taxes, assessments and charges against the
  Property, including any assessments by the Owners' Association and the Fairshare Vacation Owners Association.
- Ekcept as may be expressly authorized by applicable law, MORTGAGOR will not commit or permit waste of any kind on the Property.
- 5. Except as may be expressly authorized by applicable law, MORTGAGOR will not sell, transfer or further encumber any part of the Property without MORTGAGEE'S prior written consent, and upon the prior consent being obtained, a subsequent purchaser of the Property may, subject to conditions, be permitted to assume the balance of the mortgage loan on the original terms.
- 6. Any forbearance of MORTGAGEB in exercising any right to remedy hereunder, or otherwise afforded by applicable law, shall not be deemed to be a waiver or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charged by MORTGAGEB shall not be deemed to be a waiver of MORTGAGEB'S right to accelerate the maturity of the indebtedness secured by this Mortgage.
- 7. If all or part of the Property or an interest therein is sold or transferred by MORTGAGOR without MORTGAGEE'S prior written consent, excluding (a) transfer by devise, descent or operation of law upon the death of a joint tenant, or (b) the grant of any basehold interest to one party to occupy the Property during only one calcular year not containing an option to purchase, MORTGAGEE may, at its option, declare all sums secured by this Mortgage to be immediately due and payable. MORTGAGEE shall have waived such option to accelerate if, and only if, prior to the sale or transfer, MORTGAGEE and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to MORTGAGEE and that the interest payable on the sums secured by this Mortgage shall be at such rate as MORTGAGEE shall request. No sale or transfer of the Property to or the assumption of the Mortgage and the Note secured hereby by a third party shall act to release MORTGAGOR from any liability under the Mortgage and the Note secured hereby unless MORTGAGEE expressly releases said MORTGAGOR in writing.

If all or any part of the Property or an interest therein is sold or transferred by MORTGAGOR with MORTGAGEE'S prior swritten consent. MORTGAGOR hereby agrees to pay MORTGAGEE a reasonable assumption fee, as MORTGAGEE may establish from time to time, at the time MORTGAGEE approves the assumption of this Mortgage by the person to whom the Property is sold or transferred.

If MORTGAGEE exercises such option to accelerate, MORTGAGEE shall mail to MORTGAGOR notice of acceleration. Such notice shall provide a period of not less than 10 days from the date the notice is mailed within which MORTGAGOR may pay the fourts declared due. If MORTGAGOR fails to pay such sums prior to the expiration of such period, MORTGAGEE may, without further notice or demand, exercise its remedies as provided for under this Mortgage and the Note secured hereby and as may be permitted under applicable law.

- 8. Except as provided in paragraph 7 hereof, MORTGAGEB shall give notice to MORTGAGOR prior to acceleration following MORTGAGOR'S breach of any covenant or agreement in this Mortgage or in the Note secured hereby. This notice shall specify:

  (a) the breach; (b) the action required to cure the breach; (c) a date, not less than 10 days from the date the notice is given to MORTGAGOR, by which the breach must be cured; and (d) the failure to cure the breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform MORTGAGOR of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of the breach or any other defense of MORTGAGOR to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, MORTGAGEE, at its option, may elect to require immediate payment in full of all sums accured by this Mortgage without further notice or demand and may, at its option, foreclose this 'Mortgage by judicial proceeding without further notice or demand and may, at its option, foreclose this incurred in pursuing the remedies provided in this paragraph, including, but not limited to reasonable attorneys' fees and costs of title evidence.
- 9. MORTGAGOR and MORTGAGEE intend to comply strictly with applicable law regulating the maximum allowable rate or amount of interest that MORTGAGEE may charge and collect on the Note secured hereby. Accordingly, and notwithstanding anything to the contrary in this Mortgage or the Note secured hereby, the aggregate amount of interest and other charges constituting interest under applicable law that are payable, chargeable, or receivable under this Mortgage or the Note secured hereby shall not exceed the maximum amount of interest now allowed by applicable law or any greater amount of interest allowed because of a future amendment to existing law. MORTGAGOR will not be liable for any interest in excess of the maximum lawful amount, and any excess charged or collected by MORTGAGEE will constitute an inadventent mistake and, if charged but not paid, will be cancelled automatically, or, if paid, will either be refunded to MORTGAGOR, cancelled, or credited against the Note secured hereby, at the election of MORTGAGOR.

No. 686/Rev. 8-02

Book: 5391 Page: 1904 Diane M. Matousek

Volusia County, Clerk of Court

Contract Number: 53-0416275

10. MORTGAGEE and MORTGAGOR hereby knowingly, voluntarily and intentionally waive the right either may have to a trial by jury with respect to any litigation based hereon or arising out of, under or in connection with this Mortgage and the Note secured lereby, or in any course of conduct, course of dealing, statements (whether verbal or written), or action of either party. This provision is a material inducement for MORTGAGEE in making the loan secured by this Mortgage.

- 11. in the event of any and all lidgation arising out of or pertaining to this Mortgage and Note secured hereby, the Prevailing Party shall be entitled to an award of reasonable attorneys' fees and costs.
- 12. This Mortgage shall be governed by the laws of the State of Florida. In the event that any provision or clause of this Mortgage or the Note secured hereby conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note secured hereby which can be given effect without the conflicting provision or clause, and to this end the provisions of the Mortgage and the Note secured hereby are declared to be severable.

The failure of MORTGAGOR to make any payment required by the Mortgage or the note, the breach of any covenant or warranty of this mortgage, the death or insolvency of any MORTGAGOR, shall constitute events of default. If any default shall continue for 10 days, all indebtedness secured hereby shall, at the option of the MORTGAGEE, immediately become due and payable without notice,

The masculi	EE' and "MORTGAGOR" as used herein, shall include their respective heirs, personal representatives, successors and assigns, a shall include all genders, and the singular shall include the plural. MORTGAGEE may freely transfer and assign its rights have notice to MORTGAGOR except as may be required by applicable law.
in witnes	WHEREOF, MORTGAGOR has signed this instrument on the day and year first above written.
Signed and d	Slivered, in presence of:    Montgason   M
	KIMBERLY DANIELS DBA SPOKÉN WORD MINISTRIES PRINT NAME
	MORTGAGOR
	PRINT NAME
STATE OF COUNTY OF The foregoing who produces	
Ay Commişsi	
	Name: Caffeire 3 Hours  NOTARY PUBLIC, State of : DATE OF STATE OF
	№0, OD 295580

No. 688/Rev. 8-02

12/39/2008 02:34 PM Instrument# 2008-249970 # 1 Book: 6308 Page: 4970 Diane M. Natousek Volusia County, Clerk of Court

Contract Number: 000330410275
THIS INSTRUMENT WAS PREPARED BY:
Wyndham Vacation Resorts, Inc.
Title Services
8427 South Park Circle
Orlando, FL 32819

## SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That Wyndham Vacation Resorts, Inc., a Delaware corporation, states that it is the owner and holder of the mortgage described below and that the indebtedness secured by the mortgage dated 05/12/2004 and executed by Kimberly Daniels DBA Spoken Word Ministries, encumbering property in the county of Volusia, as described in the mortgage and recorded in the office of the Clerk of the Circuit Court of Volusia County, Florida on August 30, 2004, in Official Records Book 5391, Page 1902, has been paid in full and discharged; and the Clerk of said Court is hereby authorized and directed to record this instrument as a full and complete cancellation and satisfaction of said mortgage.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name, and its corporate seal to be affixed, by its proper officers thereunto duly authorized the day and year above written.

This foregoing instrument was acknowledged before me this 5th day of December, 2008, by Nicki Lewis as Authorized Representative Wyndham Vacation Resorts, Inc., a Delaware corporation. He or she is personally known to me and did not take an eath.

(affix notary seal)

**COUNTY OF Orange** 

VETTE GONZALEZ

Commit CD0729291

Expires 10/25/2011

Flights Notice Assat, for

Printed Name: <u>Yvette Gorgalez</u>
Notary Pulfic, State of Florida
My Commission Expres: <u>10/25/2011</u>

## **FAIRSHARE VACATION OWNERSHIP** ASSIGNMENT AGREEMENT AND USE RESTRICTION

THIS FAIRSHARE VACATION OWNERSHIP ASSIGNMENT AGREEMENT AND USE RESTRICTION ("Assignment Agreement") is made this 25th day of April, 2004, by and between Fairfield Resons, Inc., a Delawate Corporation located at Criando, Fiorida ("Plan Manager"), and KIMBERLY DANIELS DRA EPOKEN WORD MINISTRIES ("Owne").

WHEREAS, The Falchers Vacation Pan Use Management Tust Agreement and Use Restriction ("Trust Agreement"), as amended and restated, recorded in Book 4448, Page 1125 in the Public Records of VOLUSIA County, Florids, as amended and restated, which document is incorporated bersin by reference, together with all amendments and supplements thereto, sets forth the terms, restrictions and conditions of the FairShare Vacation Pian described thereto as well as the obligations of the Plan Manager to those Country who dedicate their use, occupancy and possessory rights in their property to the Trust pursuant to the terms and conditions of the FairShare Vacation Plan by execution of this Assignment Agreement; and

WHEREAS, the Owner is the Super of a Vacation Ownership Interest consisting of so undivided fee simple interest in Ocean Walk II (PROPERTY) located in VOLUSIA county, Florida, ingether with the allocation to us of symbols 154,000 Points ("Points") described in the Contract for Purchase and Sale ("Contract") # 33-0416275 and/or in the Deed between the Owner and Fairfield Reserts, Inc..

WHEREAS, the Owner desires to subject the use, occupancy and possessory rights in the above described Property to the PairShare Vacation Plan pursuant to the terms, restrictions and conditions of the Trust Agree

NOW THERPFORE, in consideration of \$\_Fee Waives paid by Owner to Plan Manager and the mutual promises contained herein and other good and

blow a consistency, the consistency of S\_ice wance, past by Owner to rean forming one use minutes promises consistent remains and other pasts and observed and the continents, the receipt of which is hereby achievinged, the parties agree as follows:

Except as otherwise provided hereby, capitalized terms shall have the same definition as set forth in the Trust Agreement. This Assignment Agreement, as well as the interest of the Trustee act forth herein, shall be subject to the prior rights in the Contract or Property of any Montgages or Secured Perty. Nothing contained herein shall contravants the obligation of Owner under the Contract.

Owner hereby subjects the use, occupancy and possessory rights in the Property to the FairShare Vacation Plan ("Plan") exchange program as same is defined in the Treat Agreement and surrenders and dedicates the possessors and use of said Property to the Fakshare Vacation Plan Use Management Treat ("Treat") to be administered in accordance with the terms, restrictions and conditions set forth in the Trust Agreement, and agrees that the Owner's use and occupancy of the Property subjected to the Trust Agreement shall be subject to the terms and provisions of same, as well as the Management Agreement, as same may be amended from these to time.

Plan Manager shall assign Owner 154,000 Points ("Points"), he defined in the Trust Agreement, which Points shall be used to reserve use of prop-dedicated to the Trust through FairSiner Plus in accordance with the provisions of the Trust Agreement. Said Points are symbolic of the Owner's incr.

to the property and are to be treed in each OND year.

Owner is interest in the property and are to be treed in each OND year.

Owner iterably intuitive this the each one year rights in and to the Property to the Trust for the period of time this Assignment Agreement is effective and accordingly genus to the Trusts of the Property on an annual basis or bleasted being it applicable, to Owners is the Pian is return for Owner's Use Rights to utilize the PainStare Plus Program of exchange in accordance with the terms and provisions of the Trust Agreement.

Owner, his heirs, successors and assigns, hereby designate the Pinn Manager, its nuccessors or assigns, at he Voting Designee, as some is defined in the Trust Agreement, to exercise his voting rights in the Ocean Walk II (POA) for the period of time this Assignment Agreement is effective. Unters soldied otherwise by Owner no less than 30 days prior to an angust or special meeting of the POA, the Pian Manager shall exercise said voting rights of the Owner pursuant to the

terms and conditions of the Total Agreement unless observing provided by applicable law.

Chance, by subjecting the user and occupancy rights in the Property to the Plan, becomes a member of the Fairstane Vacation Owners Association ("Association") and as such agrees to abide by all requirements set forth in the Articles and Bysaus of the Association.

Owner hareby agrees to pay to the Trust on behalf of the Association an annual PaisShere Plus Assessment ("Assessment") for certain expenses stiributable to the Plan in acco misuses with the provisions of the Trust Agreement, as amended from time to time, which sexual Assessment includes Owner's there of the the Plan is accommone with me provisions of the Trust Agreement, as amended from time to time, which serious Assessment increases Cowner's mans of the experience associated with the operation and maintenance of the Plan, hereignifier referred to as the "Program Fee", and may include Owner's proportionate their of Owner's POA medictenance feets and common expenses statisticable to his Property, hereignifier inferred to as "POA Fee." Said sexual Assessment shall be payable amustly in advance in either one installment or in mostly installments pursuant to a pre-authorized checking system. The Plan Manager on behalf of Trustee shall cause the above referenced POA Fee portion of the Assessment to be deposited line as FairSham Plan Electron Account until such funds become due and are delivered to the above referenced POA. Owner hereby authorizes the Transes or its assigns to wildraw the POA Fac described in the Contract from and out of the Escrew Account and pay same over to the underlying POA so long as said Property is subjected to the Plan, provided Owner remains current in all around Account payable to the Track. The current annual Paintsage Plan Assessment including the Program Fee and POA Fee in \$311,91.

This Assignment Apreciates stall become effective on the date above wither.

that Assignment Agreement and ell rights granted foreunder may be terminated by Owner, or by Owner's excessors or assigns, at any three however, any such termination shall be subject to any containing reservations against the Property. Ricciton to terminate will be noted but all metervations ordating as of the termination date. If this Assignment is terminated, from access to the Property Ricciton and the hornered. No new reservations will be accepted on or after the termination date. If this Assignment is terminated, from access to the Property Ricciton and require approved of the Pran Managor and incitods a conversion fee. If not terminated sooner, termination will occur on the earlier of the following

termination of the Declaration in which the Property is located in accordance with the underlying Declaration of Covenants and Restrictions established

mid regime; or termination of the plan; or

OWNERS.

termination by Trustee after Trustee has determined that the Property has been rendered unsultable for continued use in the Flant termination, Owner's Polms will be coningulahed and Owner will no longer have the right to make reservations in Properties dedicated to the Flan and said

the and occupancy rights in the Property shall automatically revert to the Owner.

This Assignment Agreement and the terms and conditions of the Trans Agreement that conditions a covenant puning with the tand and shall be binding upon the Owner, the heles, successors and satisfar, provided, provere, the application of this covenant on the Property may be terminated in accordance with Paragraph 9 above or shall terminate automatically if and when the record this to Property shall be held by the Developer, Sellier or Fairfield Records, itee. (Fairfield) subsequent to conveyance to Owner

Upon termination of this Assignment Agreement or in the event Owner defaults on his obligation under the Contract resulting in the termination of talk Contract, Upon termination of this Assignment Agreement or in the event owner centants on his obligation water the Comme termination and in Contract, like Assignment Agreement shall be deemed terminated and cancelled and all rights of the Owner factuation and careful cases. Upon such termination plan Manager shall cause the use, occupancy and possessory rights in the Property to be contract to the Plan. Any fees due the Trust by Owner shall be deducted from the accessiones made by Owner at date of termination. Upon such termination, all such beachits and obligations of Owner pursuant to the Contract shall combust in force and effect.

force and effect.
The Falschere Plus VIP Program ("VIP Program") and its accompanying benefits are made available by Falscher Plus Program ("VIP Program") and its accompanying benefits are made available by Falsched to Falschere Plus measures who have achieved certain eligibility celleria as set footh in the Member's Directory. Only Poters associated with vacation cownership interests as determined by Falschel are eligibile to be counted toward VIP eligibility. See the course Falschare Plus Member's Directory for the minimum Polera required to perileipate in the VIP Program. In the event Owner subsequently sets the Property to a talent purplement, the Polesa associated with the Property will not be eligibile to be consisted toward VIP eligibility or such purchaser. Falscheld, in its sole discretion, with eath prior notice, may authorized expand or limit the point eligibility enterlate for the VIP Program. The sale of the Property by Owner to a third party purchaser may also result in a reduction or loos to such purchaser of other Palschare Plus benefits.

iries bereto agree to execute any sidikional instruments which may be necessary or convenient to carry out the intent and purpose of this Assistances Agreement

The terms and conditions of this Assignment Agreement set forth above shall survive deeding of the Property to Owner. IN WITNESS Willight IIF, the parties hereto have set their hands and seals on the day and year first above written. Milely MMULL OWNERS: FAIRFIELD RESORTS, INC., PLAN MANAGER KIMBERLY DANIELS DBA STOKEN WORD MINISTINES

> حينين. **Authorized Representative**

WITNESS: No 2934Rev 9-03

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# **EXHIBIT E**

#### **FAIRFIELD RESORTS PURCHASE AND SALE AGREEMENT**

08933-0809340 CONTRACT NUMBER

THIS FAIRFIELD RESORTS PURCHASE AND SALE AGREEMENT ("AGREEMENT") executed this 29TH day of APRIL, 2005 by and between FAIRFIELD RESORTS, INC , 8427 South Park Circle, #500, Orlando, Florida 22819, a Delaware corporation hereinafter referred to as "SELLER", and SPOKEN WORD MINISTRIES KIMBERLY DANIELS & ARDELL DANIELS, Member Number: 00040257215, Telephone Number: (904) 237-9363 (904) 237-9251 of 121 SCHOONER KEY PLACE JACKSONVILLE FL. 32213 USA, bereinster referred to an "BUYER" WITNESSETH:

#### 1. AGREEMENT TO BUY AND SELL.

SELLER agrees to sell and BUYER agrees to purchase for the purchase price of \$33,200.00, together with interest and closing costs as hereinafter provided, a 300000 / 139,685,500 undivided terms-in-common interest in Units 2028-2035,2128-2123,2223,2324,2239,2331 (Property') of PAIRFIELD DAYTONA BEACH AT OCEAN WALK II, A CONDOMINIUM, together with all appartenances thereto ("CONDOMINIUM"), tocated at 350 North Atlantic Avenue, Daytona Beach, Fiorida 32118, according and subject to the Declaration of Condominatum for Patrifield Daytons Beach at Ocean Welt II, A Condominatum ("DECLARATION") which shall be or has bean recorded in the Public Records of Vehalis County, Fiorida, and all appartenants thereto and supplements thereto, if

SELLER shall deliver to RUYER within 180 days after closing a Special Warranty Deed ("Deed") nonceying title free and clear of all meanthrances, subject to mineral reservations, coverants, restrictious, coverants, restrictions, coverants, restrictions, coverants, restrictions, coverants are exhibit to the further to Declaration ("CONDCAMINASS") and the Declaration referenced above. At the time BUYER signs this Agreement, the Property may be subject to a mortgage by SELLER'S lender (at SELLER'S discretion), but the tilen will be released prior to the recording of BUYER'S Deed (see paragraph 7 below).

Parating to thic Agreement of Advances and Advances are all the law of the coverance of the coveranc

Persons to this Agreement, at closing BUYER is to be conveyed title to an ownership interest in the Property with occupancy rights in every resort year ("OWNERSHIP INTEREST").

SELLER ACKNOWLEDGES RECEIPT OF BUYER'S DEPOSIT IN THE AMOUNT OF \$ 4,692.71 WHICH DEPOSIT INCLUDES \$149.00 OF THE PROCESSING FEE AND ALSO FILING FEES TO BE PAID BY BUYER IN THE AMOUNT OF \$ 445.65. BUYER may, but shall not be obligated to, obtain title insurance coverage on the Ownership interest in the Property purchased by BUYER BLYER hereby \_\_\_elects es not elect to surchase title insurance

coverage.

If BUYER has elected to purchase the title insurance policy, THE AMOUNT OF \$0.00 SHALL BE DUE AND PAYABLE BY BUYER FOR THE TITLE INSURANCE FREMIUM AND ASSOCIATED COSTS EITHER UPON THE SIGNING OF THIS AGREEMENT OR PRIOR TO DELIVERY OF THE TITLE POLICY. There will be no this insurance commitment by a title insurance commitment which SELLER has negotiated the lowest possible rate. The title insurance coverage shall be underwrinen by a title insurance committee which SELLER has negotiated the lowest possible rate. The title insurance policy, if elected, will be delivered which (180) days following recordation of the Deck which will not be held in exercise prior to insurance provide provided that BUYER shall be solely responsible to arrange for the insurance and to pay for the continuence provided that BUYER shall be solely responsible to arrange for the insurance and to pay for the continuence provided that BUYER shall be solely responsible to arrange for the insurance and to pay for the continuence.

The estimated date of completion of construction of the Property is 64-23-265.

The submitted date of completion of construction of the Property is 64-23-265.

#### 3. VACATION OWNERSHIP INTERESTS.

The Version Ownership interest being sold pursuant to this Agreement means the ownership in perpetuity in fee simple of an undivided interest as a transfer formers in the Property as a described hereinshows. Such interest shall be expressed as a fraction in which the numerator relates to the number of Points affected to BUYER pursuant to the provisions of the Declaration creating the Vecation Ownership Plan. The Vecation Ownership Plan shall have a term of 40 years which shall be submatically extended for successive periods of 10 years each unless terminated as provised in the Declaration.

#### 4. USE AND OCCUPANCY.

The use, occupancy and possessory rights of BUYER'S Ownership Interest in the Property shall be subject to and governed by the terms and conditions of the Declaration. BUYER is herewith assigned 300000 Points, which Points are symbolic and are to be used by BUYER in reserving occupancy pursuant to the

A reservation for occupancy of a Unit (as defined in the Decision) shall be confirmed pursuant to the Reservation System Rudes and Regulations of Ocean Walk H Vacation Condominhum Association, Inc. ("ASSOCIATION").

#### 5. ASSESSMENTS.

BUYER understands and agrees that from and other closing BUYER shall be a member of the Association and as such shall be responsible for BUYER'S pro-rate share of common expenses and any and all other repenses incurred in the operation of the Condominium pursuant to the Dechastion. All amounts payable by BLVER to the Association chaff be paid by DUYER in one surred execution of the Association, as described in the Declaration. The surrent attends associated sent la S 1330.56 which consists of BUYER's pro rest share of common expenses, the maintenance fee, annually recurring use charges and any and all other expenses incurred in the operation of the Constantialum, BUYER shall also be regionable for the payment of ad valurem property taxes on BUYER'S Ownership interest, which amount shall be billed by the managing entity to BUYER. The annual ast valurem taxes for the current year are extinated as \$ 1.03 per thousand polars.

For the purpose of ad valorem assessment, taxation and specific assessments, the managing entity will be considered the taxpayer as your egent pursuant to Section 192.037, Florida Statutes.

The summi assessment, the smount, manner of payment, and the payment due date(s) are subject to change and shall be determined annually by the Association Board of Directors in accordance with the Declaration

DOING OF PROPERTY IN ACCOUNTS OF COMPANY OF COMPANY AND ACCOUNTS AND A

#### 6. COMPLETION OF CONSTRUCTION.

6. COMPLETION OF CONSTRUCTION.

If this item is checked, Ocean Wait Development, i.e., a Forida corporation ("OWDI"), whose address is 300 North Atlantic Avenue, Daytons Beach, Florida 20116 is the owner of the Property as of the affective date of this Agreement

SELLER has contracted with OWDI to purchase completed Units of the Resort Facility. If SELLER does not own a fee interes in the Unit(s) of the Property at the time of creending of this Agreement, SELLER's interest is that of a contract vender. However, SELLER shall have obtained fee simple this to the Property prior to schowying the Property is BUYER free and clear of all items and encounterated extent at provided in this Agreement, shared upon representations made to SELLERR by OVDI, that construction of the Resort Facility will be completed within the entirested ince period department in the Public Offering Statement and in paragraph 2 harelinthown; provided, however, that SELLER coverants that the construction of the Resort Facility will be completed within two years of the date of this Agreement, burring only events beyond the control of SELLER, such as sets of God or insurmountable cassative. For purposes of this Agreement, "completion of construction" shall mean that a satisficate of occupancy has been issued for the Resort Facility

7 MORTGAGES

casestry. For purposes of this A 7. MORTGAGES.

If this item is checked, SFLLER is the owner of the Property as of the effective date of this Agreement. The Property is subject to a mortgage granted to SELLER by Fleet National Bank, as Administrative Agent, whose address is 100 Federal Street, Boston, Massaciansets 02110. The mortgage secures SELLER'S obligations to repay funds that have been or may to the future be iconed to SELLER or its efficients. Subsequent to the sale of the above Property in BUYER'S obligations to repay funds that have been or may to the future be iconed to SELLER or its efficients. Subsequent to the sale of the above Property in BUYER'S Deed to the Property, the Property will be released from the mortgage, which will entirepoint the lien on BUYER'S

Property

8. DEPOSITS. Pursuant to the Escrow Agreement ("HSCROW AGREEMENT"), the designated escrow again is Greenspoon, Marder, Hirschfeld,
Raftlin, Ross & Berger, P.A. ("Escrow Agent") located at 100 W. Cypress Creek Road, Irade Center South, Suite 700, Pt. Lauderdale, Ft. 33309. All deposits
Raftlin, Ross & Berger, P.A. ("Escrow Agent") located at 100 W. Cypress Creek Road, Irade Center South, Suite 700, Pt. Lauderdale, Ft. 33309. All deposits
Rade heretander (I) shall be paid to SELLER and secured by a surery bond held by Escrow Agent in scontinance with the Escrow Agent and the
Perioda Statutes, or, if the aggregate of the deposits so secured exceeds the amount of the surery bond, then such deposits (ii) and be held by Escrow Agent until the
expiration of the carcellation period as provided on the reverse bits bereof and provided IIII/IIII may as a clarific to the carcellation between the expiration of the carcellation period as provided on the reverse shall present any and the state of the provided IIII/III may as a clarific to the state of the provided IIII/III may be a clarific to the state of the provided IIII/III may be a clarific to the state of the provided IIII/III may be a clarific to the state of the provided IIII/III may be a clarific to the state of the provided IIII/III may be a clarific to the state of the provided IIII/III may be a clarific to the provided IIII/III may be a clarific to the provided IIII may be a clarific to the state of the state of the provided IIII may be a clarification of the state of the provided IIII may be a clarific to the provided IIII may be a clarification of the state of the state of the provided IIII may be a clarification of the state of the provided III may be a clarification of the state of the provided IIII may be a clarified III ma

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BUYER'S INITIALS

parties thereto. A first priority security interest herein is hald by the Collegeral rigon in the deem of this secured parties No search sea under the Colleteral Agency Agroement."

#### CONTRACT NUMBER 00033-0809348

9. PURCHASER'S REPRESENTATIONS. BUYER, by his magnifiers of this Agreement, does represent that he is of legal age, and that he has received a copy of this Agreement and understands the conditions of this Agreement. BUYER AGREED THAT THE PROPERTY WILL NOT HE USED AS HIS PRINCIPAL RESIDENCE. BUYER warrants and represents to SELLER that the purchase of the Ownership laterest is made for BUYER'S personal use and such purchase is based upon its waites as a vacation caperiance or for spending leisure thins, and and for the purspose of analyting an appreciating instantants or with an expectation that the Ownership laterest are personal used in the Ownership laterest when no representations concerning rends, rend possessial or profit, as advantages, depreciation or investment potential or other monetary or firmedial elevantages and that none of such things they been represented on this by SELLER, its genes, employees or associates. BUYER or other monetary or firmedial elevantages and that none of such things they been represented to the Declaration or Investment potential extensiving est that the Polata satigmed to his Ownership laterest are symbolic of said interest and have no inclinate value.

SELLER has submitted or will submit the Property to Combonitation companing pursuant to the Declaration and the enthities thereto describe the satisfy of the Combonitation and the BUYER'S Coverable Interest and specific silvings is value rights, assessments and other ubligations by an owner of an interest in the Condominium, BUYER understands and agrees that he will be a member of the Association and agrees to be bound by the cules and provisions of such association, and the Declaration and all documents referred to berein, honologing the Condominium and the BUYER'S Coverable Interest and sociality in the State of the Condominium and the Ownership Interest will be determined first all purposes by reference to the Condominium Drawings and the Declaration Buyer and the strent and conditions of the BUYER'S Coverable Interest is

anopous to be terms and companies of the casenes accept where otherwise provided herein. BUYER expressly waives notice if BUYER breaches any term or treation of this Agreement. Upon BUYER's breach of any term or condition of this Agreement for a period of 30 days, all sums paid by BUYER instrument may be treated of by SELLER as ignitiated and agreed damages for breach of this Agreement or SELLER may, at its option, declare the order containing usually behaves of treated by SELLER as ignited and agreed damages for breach of this Agreement or SELLER may, at its option, declare the order containing usually behaves of purchase price plus accessed interest fluctual fluctuation and payable, and SELLER shall be estitled to reasonable attempts of the BUYER's default, BUYER's decreasers to defined and independs of the purchase are attempts and selection and full of the purchase of the purch

cale memora or connection was MUFER'S consist, SUFER coverants in defined and incoming SELLER against an elaims or real errate brokers and selection fully fill or BUFER'S representables.

Upon SELLER'S breach of any term or coulding of this Agreement, RUFER shall give SELLER whiten notice of such default and if, which thirty (30) days from receipt of such notice, SELLER his or commence action that would care the default which a reasonable period of time, all mendan depottent by HUFER with more careful of the terms hereof shall be paid by SELLER to RUFER'S toke and exclusive remains as a result of such breach, and thereafter politics party shall have any further rights or obligations becauser.

11. NO WARRANTIES. SELLER makes no warranties, express or implied, concerning the Property, the units of the Condominaum, personal property, a or the funked common claments, except as provided by Chapter 718, Florida Statutus

- 12. RADON GAS. Pursuant to Section 404.036(8), Florida Standers, all aclient of buildings in Florida are required to give the following notice: "Radom is a neurally occurring radionalive gas that, when it has a committed in a building in sufficient quantiles, may present beath right to persons who are exposed to k over a neurally occurring radionalive gas that, when it has a committed in a building in sufficient quantiles, may present beath right to persons who are exposed to k over a neurally occurring radionalive gas that, when it has a fraid and substitute that a substitute of the persons are considered and substitute that a substitute of the persons are considered as a province of the persons are required to give the following notice: "Radom is a person of the persons are required to give the following notice: "Radom is a person of the person of the persons are required to give the following notice: "Radom is a person of the person of the persons are required to give the following notice: "Radom is a person of the pers dy public health unit."
- 13. INSULATION DISCLOSURE, Pursuent to 16 CFR 460.16, promatgated by the Federal Trade Commission, the Developer hereby discloses the following information reportable insulation isotalized in the Property:

  1. Type of insulation: Bat/Blacket Thermal Insulation

  2. Talekness: Roof - 6 inches

  3. R-Value: Roof - R-19

14. MODIFICATIONS AND CHANGES. Notwithstanting paragraph is, SELLER reserves the right to make changes in the Declaration for the surpose of correcting errors is the preparation and filing of all documents relating to the Condominion where necessary to exact this validity and embye establish of the Declaration and SELLER reserves the right to said additional plastes to the Declaration as provided therein. Notwithstanding paragraph 18, SELLER further reserves the right to said additional plastes to the Declaration as provided therein. Notwithstanding paragraph 18, SELLER further reserves the right to make derivate to typographical corrections in any documents related hereto.

16. FURNISHINGS. Although all models are for display purposes only, the Units that have furniture, appliances, equipment and access furnishing substantially similar to, or of equal quelity to, those shown or used in the models Furnishings stall constitute common elements of the Condeminium. Each owner shall be responsible for maintaining and replacing such furnishings as part of the secondard for common expenses.

18. REFUND. In the exem of cancellation during the ten (10) day cancellation period. SELLER will related to HUYER all paymoras trade under this Agreement, reduced by the proportion of any contract benefits the BUVIN but actually received under this Agreement prior in the effective that of the consoliation, which sweatly (20) days after receipt of notice of cancellation, or which five (3) days after receipt of funds from BUVER'S cleared effects, whichever is later if BUVER but used the facilities prior to cancellation, the SELLER may deduct from BUVER'S depend the necessary funds to compensate SELLER by same at the rate of two blanded Dollars (5200,00) per day or the maximum allowed under the Plottlet law.

Any resals of this timeshare interest must be accompanied by certain disclosures in accordance with Section 17. RESALE DISCLOSURE.

721.065, Florida Statutes. 18. BINDING EFFEGT. This Agreement is binding upon the parties hereto and their belief, legal representatives, successors and easigns. This 10. Differing ETTED 1. The Agreement is unding upon the period factor, and it is mutually understood and agreed that this Agreement between the parties factor, and it is mutually understood and agreed that this Agreement appreciated for the parties between the parties between the parties benefit, and any representation to industrient which is not set forth in this Agreement shall be of no form sucher effect. This Agreement may not be assigned by BUYER except with the prior written consent of SELLER This Agreement may only be smended or modified by an industrient in additional the matter of the parties the matter.

19. SEVERABILITY. If any clause or problem of this Agreement shall be held invalid by Court order or otherwise, the lavalidity of such clause or provision shall not effect the validity of the remainder of title Agreement. The remaining provisions of this Agreement will continue to be fully enforceable in

20. ADDITIONAL DOCUMENTS. The parties to this Agreement will execute any additional documents which may be necessary or convenient to earry on the intent and purposes of the parties to this Agreement.

21. GENDER AND TENSE. Wherever appropriate in this Agreement, the singular shall be deemed to refer to the pieral and the ploral to the singular, and provours of guarantine, fermionie and neuter gender shall be deemed to include either, both or all of the other genders.

22. CHOICE OF LAW. This Agreement shall be governed and construed in accordance with the taws of the State of Florida

22. ASSKSNMENT. This Agreement is not assignable by BUYER This Agreement, however, is assignable by SELLER

This Agreement is subject to the terms and conditions set fonts on the two (2) pages becauf which by this reference are made a part baseof Beecha of a based capy of this Agreement is bereity actorewizedged by BUYER.

IN WITNESS WIERREIT, the parties have becomes set their respective bands and seals on the day and year first above written

You may cancel this contract without any penalty or obligation within 10 calendar days after the date you

if you decide to cancel this contract, you must notify the SELLER in writing of your intent to cancel. Your sign this contract. notice of cancellation shall be effective upon the date sent and shall be sent to Fairfield Resorts, inc. at: Post Office Box 94443, Las Vegas, Nevada 69193, Attention: Contract Department. Any attempt to obtain a waiver of your cancellation right is void and of no effect. While you may execute all closing documents in advance, the closing, as evidenced by delivery of the deed or other document, before expiration of your 10-day cancellation

ja prohibited.\* period SELLER: FAIRFIELD REBORTS, INC. MOERLY DANIELS BUYER By Sayne Myslile Mniels rdell

No. 683/Res 6-03

<sup>\*</sup> Notify shall mean that a written notion of concellation is delignered, by one immers which new handed confident mail influent mental interpreted, to FAMFIELD RESORTS, INC.

Any notice of concentration which the connection of market, is well as the control of the developer or receives a great all plant by received in writing transmitted. In this by that or his place of ongot it gives not the following of the following or or receives a great and the strength of the place of the following of the

- 1. OBLIGATION. For value received, SPOKEN WORD MINISTRIES KEMBERLY DANIELS & ARDELL DANIELS (the 'MAKER'), hereby promises to pay to FAIRFIELD RESORTS, INC., a Delaware corporation (the "HOLDER"), or order, in lawful money of the United States, the principal sum of TWENTY RIGHT THOUSAND EIGHT HUNDRED FIFTY SIX DOLLARS AND TWENTY NINE CENTS Dollars (\$28,856.29), together with interest on the unpaid befance from 04-29-2005 until paid in full, at the rate of NINE & 39/100 percent (9.59%) per annum. Payments of principal and interest are the in insistiments of THREE HUNDRED EIGHTY ONE DOLLARS AND EKGHTEEN CENTS Dollars (\$381.15), or more, beginning 06-13-2005 and continuing on the 13TH day of each calendar mouth thereafter until the entire impaid principal balance of this Nota, together with any account but unpaid interest thereon, that have been paid. Interest will begin to accrue on the date hereof.
- 2. APPLICATION OF PAYMENTS. The interest Maker owes will be calculated on a daily interest factor basis using the foregoing interest rate and the actual mamber of days between payments and the actual number of days in the year. If Maker makes the required installment payments prior to their due dates, the "FINANCE CHARGE" Maker pays will be less then estimated by Holder since interest is being applied on a daily basis If, however, Maker makes any installiners payments after they are due, Motor understands that Maker's delay in making the payment will necessarily increase the total amount of the "FINANCE CHARGE". even if there are no late charges assessed pursuant to this Note. Maker's payment, are applied first to interest, then to any unpaid costs or expenses payable by Maker under this Note, and then to recture the principal balance due. Interest will be clurged on a daily basis starting as of the date of this Note, which is before Maker's first (1st) installment payment is due. Maker's final payment may be adjusted for the amount of principal and inscreet then coverd as computed by use of the dully interest factor, actual receipt of payments anti/or the charging of costs or expenses under this Note which are charged to Maker's installment payments. Interest shall crease upon the principal so credited. Should interest not be so paid it shall thereafter bear like interest as the principal, but such unpaid interest so compounded shall not exceed an amount equal to simple interest on the unpaid principal at the maximum rate permitted by law.
- SECURED NOTE. Payment of this Note is accured by a Mortgage, of even date herewish, given by MAKER for the benefit of HOLDER, encombering
  MAKER'S Ownership interest in Ocean Walk III, also referred to as the "Property", as described in the Contract for Purchase and Sate or Purchase and Sate Agreement ("Contract") and the fixtures, fornishings, and equipment located thenen situated in VOLUSIA County, Florida, as more particularly described in the Montgage. MAKER'S interest in the Property is that of an "Owner" as such term is defined in that certain Declaration for the Resort Facility recorded or to be recorded in the Public Records of the county samed above. Unions specified herein to the contrary, all capitalized lettus used haveln that have the same meaning as given to such terms in the Declaration.
- 4. PREPAYMENT. MAKER may, at its option, prepay all or any part of the principal amount of this Note and at any time and from time to time without premium, bonus or pensity and interest stuit coses on the principal so paid. All prepayments of principal shall be applied to the last maturing installments herein; the staking of a prepayment shall not release MAKER from his obligations to pay such and every installment that bereunder until all principal and accorded interest have
- 6. ADAN CHARGES. If a law, which applies to this Note and which sets maximum loss charges, is finally interpreted so that the interest or other loss charges collected or to be collected in connection with this Note exceed the permitted limbs, then: (f) any interest and/or other loan charges will automatically be reduced by the amount necessary to reduce the interest rate and/or charges to the permitted limit, retroactively effective as of the date of this Note, and as though this Note originally provided for the reduced interest rate and/or loan charge, as the case may be; and (ii) any sums already collected from Maker which exceeded permitted limits will be refunded to Maker. The Holder may choose to make this refund by reducing the Principal Maker owes under this Note or by making a direct payment to Maker If a refund reduces Principal, the reduction will be treated as a partial propayment.
- 6. LATE CHARGE. Should default in the payment of any amount due hereunder continue beyond ten (10) days from the due date of such payment, MARIER shall pay a late charge to compensate HOLDER for the added expense and inconvenience incurred by HOLDER and caused by such delay in payment. It is acknowledged by MAKER and HOLDER that the actual amount necessary to adequately compensate HOLDER in such case would be impractical and estimately difficult to calculate. MAKER and HOLDER therefore agree that the amount of such late charge shall be a minimum of \$5,00 or 1% of the amount that is late, whichever is prester
- 7. EVENTS OF DEFAULT. All payments shall be made on or before the due date at the office of HOLDER in Orlando, Florida, or at such other place and to such authorized agent as HOLDER may designate. If MAKER shall be in default for a period of 30 days in the payment of any monthly installment (45 days if MAKER has paid more than 50% of the principal amount of the Note), HOLDER shall have the following options:
- (s) In the event a deed for the Property has not been delivared to the MAKER, to terminate the Contract upon giving 30 days autien in writing to MAKER at his last fromm address of HOLDER'S intention to esneel the Contract. All monies therefore paid and whatever interest in said real estate sequired thereunder, if any, together with any and all improvements thereon shall be forfelted and shall remain the Property of HOLDER as liquidated damages for breach of the Contract and as reasonable rent for the Property contracted to be purchased by MAKER and that upon such forfeiture and termination of the Contract, HOLDER shall be entitled to immediate possession of said Property. The failure and omission of the HOLDER to declare this Note and Contract forfeited on any breach bereof shall not constitut a waiver of any future breach, and shall not operate to bar, abridge or destroy the right of HOLDER to declare same forfelted upon any subsequent breach.
- (b) In the ovent a deed for the Property has been recorded, to foreclose the lien of HOLDER securing the Note in accordance with the terms of the Contract and Mortgage and seek whatever additional remedies may be available and to which HOLDER shall be entitled under Florida law. In such evers the MAKER agrees to indemnify and repay HOLDER, its successors or assigns, attorney's fees and costs incurred by HOLDER, its successors or assigns, to the extent allowable by law
- S. ACCELERATION. If an event of default of a monetary nature shall occur, or within thirty (30) days after receipt of written notice of the occurrence of any event of default of non-monetary mature, the entire unpaid behance of this Note and all interest accrued thereon shall become immediately due and payable at the election of HOLDER
- 9. SALE OR FURTHER ENCUMBRANCE. Upon MAKER'S mile, transfer, hypothecation, assignment or further encumbrance, whether voluntary, involuntary or by operation of law, of all or any part of the Property, or any interest therein, (excluding no assignment of rights to use Property in accordance with the provisions of the Deciavation and the Rules and Regulations), HOLDER may, at its sole onion, by written notice to MAKER, deciare all obligations under this Note immediately due and payable MAKER shall notify HOLDER promptly in writing of any immediately due and payable may give rise to a right of acceleration under this Paragraph 8 in addition to other damages and come resulting from MAKER'S breach of MAKER'S obligations under this paragraph, MAKER acknowledges that MAKER'S failure to give such notice may damage HOLDER in an amount equal to not less than the difference between the interest payable on the obligation hereunder and the interest which HOLDER would have been able to obtain on said sum on the date when the event which gave rise to the right of acceleration
- 10. ATTORNEY'S FEES. In the event that any action is instituted on this Note or under the montgage or any action is instituted with respect to any event of default hereunder or under the Mortgage, the court in such action shall award a reasonable sum as attorney's fees to the purty who, ist light of the issues lifeated and the court's decision on those issues, was more microssful in the action. The more successful party need not be the party who recovers a judgment in the action. If a party vuluntarily dismisses an action, a reasonable sum as altomoy's fees shall be awarded to the other party
- 14. SET-OFF; COUNTERCLAIM. MAKRIK lessely waives all rights of set-off and counterclaim which respect to this Note, recluding such rights of set-off and counterclaim which respect to this Note, recluding such rights of set off and restaurated and which respect to this Note that a part of Collegest under 18 and the counterclaim which respect to the counterclaim which is a part of Collegest under the product of the counterclaim which is a part of Collegest Agent and among the respect, such invalidity, diegolary or unconfined that is a first product of the collegest Agent and among the respect to the collegest Agent and among the part of the collegest Agent and among the part of the collegest Agent and the secured for the collegest Agent and among the part of the collegest Agent and the secured for the part of the collegest Agent and among the part of the collegest Agent and the secured for the part of the collegest Agent and the secured for the part of the collegest Agent and the secured for the part of the collegest Agent and the secured for the part of the collegest Agent and the secured for the part of the collegest Agent and the secured for the part of the collegest Agent and the secured for the part of the collegest Agent and the part of the collegest and the part of (as defined inerein) and the secured parties thereto, A limit priority security interest herein is held by the Collaborat Agent for each of the secured parties.

  Agent for Collaborat Agency Agreement.

\* J .

Contract No: 00833-0608340

- 13. WANTERS. Except as otherwise provided herein, MAKER waives presentment and domand for payment, protest and notice of protest and notice of protest and notice of protest and notice of stress or diange of any security for the payment of this Note. No waiver of any right or remedy of HOLDER hereunder at any time shall exceedingto a waiver of any other right or remedy of HOLDER or of the same right or remedy at any missequent time.
- 14. SUCCESSORS AND ASSERBS. All covenants and agreements herein shell be binding upon MAKER and its successors and assigns, whether so expressed or sot, and all such covenants and agreements shall insee to the benefit of HOLDER and its moninees, successors and assigns.
- 18. NOTICE. All notices required or permitted to be given to HOLDER or MAKER hereunder shall be in writing and shall be deemed to have been duly given if either delivered personally or musted, by registered or certified mall, return receipt requested, posinge preparis and addressed to such party at the address set forth below, provided that either MAKER or HOLDER may change such address from time to time by written notice similarly given to the other:

If to HOLDER

FAIRFIELD RESORTS, INC. 5427 South Park Circle, Suite 500 Oriando, Florida 32819 If to MAKER:

SOMEN WORD MINISTRIES KIMBERLY DANIELS & ARDELL DANIELS 121 SCHOONER KEY PLACE JACKSONVILLE PL 32218 153A

Any notice so gives shall be deemed to have been delivered on the day of personal delivery or, if given by United States small, on the fifth business day after the same is deposited in the United States small as provided above.

- 18. GENDER AND TENSE. Wherever appropriate in this Note, the singular shall be deemed to refer to the plural and the plural to the singular, and procount of mesculine, feminine and netter gender shall be deemed to include other, both or all of the other genders.
- 17. CHOIGE OF LAW. Florida state law governs the rights and obligations of Mater and the Holder under this Note, except to the extent applicable United States federal law, new in existence or hereafter exacted, permits a higher interest rate in which case the applicable federal law shall govern the interest rate, and in no event will the interest rate and the aggregate of all interest or any item deemed interest exceed under any elementations the maximum, nonstaurious amount permitted by applicable law.

IN WITNESS WHEREOF, MAKER has duly executed this Note as of the date live written above.

No 370/Rev. 10-04

## ADDENDUM TO CONTRACT AND TRUTH IN LENDING DISCLOSURE STATEMENT

Contract Number: 09033-0509340

SELLER: FAIRFIELD RESORTS, INC. 8427 SOUTH PARK CIRCLE, SUITE 500 ORLANDO. FL 32819 Buyar(s) Name: KIMBERLY DANIELS ARDELL DANIELS 121 SCHOONER KEY PLACE JACKSONVILLE FL 52218 USA

BUYER acknowledges that there is a \$349.00 processing for which represents SELLER'S costs for processing this sain (including document preparation expenses, personnel and related expenses, officer and overhead expenses, and other related expenses). BUYER has the following options to pay the processing fee: BUYER elects to finance a portion of the processing fea X BUYER ejects to pay the processing fee up front. BUYER acknowledges that BUYER is obligated to pay sentement charges in connection with this sale if BUYER clock to finance a portion of the processing fte, then the financed portion will be included in the AMOUNT FINANCED box in the "Truth-in-Landing BUYER has the following options to pay the settlement charges: BUYER clocks to finance a portion of the actilement charges X EUYER elects to pay the settlement charges up from. If SUYER elects to finance a portion of the refilement charges, then the finances person will be included in the AMOUNT FINANCED box in the "Truth-in-Lending Disclosure Satement<sup>a</sup> below. DISCOUNT: \$11,500.00 PURCHASE PRICE \$ 44,700.00 PROCESSING FEE \$ 149.60 SETTLEMENT CHARGES \$446.85 CASH DEPOSIT \$ 4,692.71 OTHER PAYMENT 5 "You", "your" and "yours" mean each and all of those persons who sign below. The words "we", "our" and "ms" mean the SELLER named above. The information contained in this Truth-in-Lending Disciouse Statement is based on the date of 04-29-2005. FAIRFIELD RESORTS, INC. is the 'Creditor' First Purchase Price Including Processing Fee: \$33,549.00 The following is BUYER'S "Trush-in-Lending Disclosure Statement". Total Sales Price Total of ANNUAL FINANCE Total cost of your **Payments** PERCENTAGE CHARGE Financed The imposit you will have paid after you have made payments as acheduled. The emoust of profit RATE provided you or on your The cost of your credit as a yearly rate. \$4,692.71 \$50,434.31 9.99 % \$28,856.29 \$45,741.60 \$16,985,31 Your payment schedule will be: Number of Fayments Accessed of Payments \$341.15 \*The ANNUAL PERCENTAGE RATE disclosed above: HDI: S HD2: \$ is a fixed paid

may change, You have agreed to the terms of the creditor's "Pre-Authorized Check Plan" which means that the "ANNUAL PERCENTAGE RATE" stated above is immediately mifect to increase by 1% in the event you fall to commiss the "Pro-Authorized Check Plan" The maximum interest rate increase would be 1%, which means the interest rate will not increase above 10.39 % Any increase will take the form of higher mortally payment amounts. If the interest rate increases by 1% upon your discontinuance of the "Fre-Authorized Check Plan", your regular payments will facroses to \$397.83. Security: You are giving a security internat in the Proporty being perchased

Filing Foot: \$444.85 Est

Late Charge: If a payment or part of a payment is more than tex (10) thys into, you will be assessed a contriby late charge of a mislament of \$5 CO or 1% of the amount that is late, whichever is genular Propayment: If you pay off early, you will not have no pay a penalty

NA means "not applicable"

"I" means "estimate" DIFFER(5) should refer to the remaining providings of the content documents for additional information about non-payment, default, security interest, any required repayment in full before the security interest, any required repayment in full before the security interest, any required repayment in full before the security interest, any required repayment in full before the security interest, any required repayment in full before Itemization of the Armous Financed: 18.454.22 Amount of credit provided to you for Purchase Price 2.30 Amount of credit provided to you for Processing For BAR Amount of credit provided to you for Settlement Charges 28.866.29 Total amount of credit provided to vot. BOYER HOMBERLY DANIELS 4-29-05 uniels DANSELS

N&M No. 025A/Rev 4-04

## CONTRACT ADDENDUM

CON	ONTRACT #: 98033-0509340 DATE: 94-29-2005			
BUYE	R(S): KIMBERLY DANIELS AND	ARDELL DANIELS		
SELLI	ER: FAIRFIELD RESORTS, INC.			
	CUYER has the option to pay the loan i		i) days of the date of this sale with m	interest to
in a lo	UYER also has the option to increase wer interest rate and payment amount.	rue down payment with	in initty (30) days from the date of pr	irchase which could result
P	LEASE DIRECT ALL QUESTIONS	TO THE FINANCIAL S	ERVICES DEPARTMENT AT (88	8) 739-401 <i>6</i> .
If bottom	you choose to take advantage of this of this form to the address below.			check along with the
FINAN 10750	IELD ACCEPTANCE CORPORAT ICIAL SERVICES W. CHARLESTON BLVD., SUITE EGAS, NV 89135-1026	ION	TELEF	PHONE: 1-800-251-8736
I.	PAY OFF OPTION		Processing Fee: \$	349.00
	Net Purchase Price: \$ 33,2	00.00	Down Payment Amount: \$	4,692,71
	Contract Number: 00033-050	<u>19340</u>	Pay Off Amount: \$	28,856.29
	Cash Down: \$4,692.71	Other Down: \$0.00	Discount: \$11.	500.00
n.	INCREASE DOWN PAYMENT O	PTIONS		
	TERMS	CURRENT	OPTION I	OPTION II
	Down Payment Amount	\$_4,892.71	\$ 5,329,00	\$ 16,949.00
	Down Payment Percent	13.00 <u></u> %	<u>15.0</u> %	<u>50.0</u> %
	Payment Amount/Frequency	\$ 381.18 / Mo	\$ <u>372,77</u> / Mo	\$ <u>1,459.33</u> / Mo
	Interest Rate	9,99 %	9,99_%	<u>9,99</u> %
	Length of Terms	120	120	12
	Additional Amount	\$N/A	\$ 638.29	\$ 12,256.29
	(The new payment an	iount may change if a s	cheduled payment has been received	L)
	Enclosed is my pay off check totaling	\$\$		
	l bive chosen Option , i	and enclosed my addition	onal payment totaling \$	
IUYER: KI	MULL DRUK		BUYER: ARBELL DANIELS	and the second s
ATE	4.29.05	THE STATE OF THE S	Layne Meral	le
			•	No 179/Ray 11-03

FLORIDA UDI Annual

#### STATEMENT OF UNDERSTANDING **UNDIVIDED OWNERSHIP INTEREST**

Contract Number: 00033-0509340

The undersigned buyer(s) have this day entered into an agreement to purchase from FARRIELD RESORTS, Mc. ("SELLER") a Vacation Ownership therest ("UDI") at FARRIELD DAYTONA at DAYTONA, FL together with the allocation of SERRIA Points. In connection with said purchase, buyer(s) schrowledge that the items set forth below have been fully disclosed and explained. Wherever appropriate in this Statement at Understanding, the stripping shall be deemed to rater to the plural to the singular, and pronouns of mesculine, leminice and neuter gender shall be deemed to include attact, both Not the other ganders.

ADE INVIA acknowledge our twelve (12) month use year in JANUARY 1ST through DECEMBER 31ST, renewed annually.

Prior to signing a contract for the purchase of a UDI, we reviewed and understood the terms and conditions of the installment contract or agreement and were noticed and understood the concept of timeshare or Vocation Concerning and Points. If Wa admontedge that the fortowing has been hilly disclosed and explained:

Each Vocation Unit, as defined in the Amended and Restated FairShare Vecation Plan Lee Management Trust Agreement ("the Trust Agreement"), in the FairShare Vocation Plan (else forces as the FairShare Plan Program) is assigned a nightly occurrency point value, which waits depending upon the season of use, sho of the unit, and essort location.

b. The amount of my use depends upon the number of Points which have been allocated to my undivided interest in the UDI.

o Reservations for use of any Vacciton Unit subjected to the Trust Agreement may be requested up to ten (10) months in advance, based on the first day of intended occupancy, and are confirmed on a space available basis.

d. Points must be used within each use year, or deposited in advance in the Points Cradit Pool is a limited feature.

Points must be used within each use year, or deposited in savance in the Points Credit Pool. The Points Credit Pool is a limited feature this stown the Momber to receive credit for future use when deposited up to 1 day prior to the start of the use year. Reservations must be concelled more then thirty (30) days prior to use so Points can be used at another time. Reservations canceled less than thirty (30) days prior to use will receive Limited Account Points that can be used at another time. Reservations thirty (30) days or less from date of arrival.

see non case or arrival.

Requests for reservations during certain holidays are administered on a "Robating Priority List" basis. Other high demand periods may also be selected besed upon a "Robating Priority List" at as determined by the Pien Managers, as defined in the FairShare Vacation Plan Use Managersen's trust Agreement (the "Trust Agreement"), so may be revised from time to time.

g. Autitional forusekeeping service coals caused by short stays or longer etsys will be balled separately to us.

Pels are NOT allowed, except for disabled addistance.

IVVo acknowledge

Association flee: FairShare Plus Assessment provide to the FairShare Vacation Use Management Trust ("Trust") on behalf of the Association anniably in advance, in either one installment or in monthly installments, as determined by the Plan Manager, as defined in the Trust Agreement. The FairShare Plus Assessment includes POA Fee ("POA" raises to the property owners association named in the declaration for the UOI) for our UDI assessed annually by the POA and a Program Foe assessed annually by the Association Cur FairShare Plus Assessment shall be used evaluately for the operation and administration of the Plan and for the operation and matchenance less of the POA for our UDI; no periting of our pixthuse control payments are to be allocated to such assessments. The POA Fee includes a management, fee to the management from for the POA as given in the POA's budget. The FairShare Plus Assessment also includes trade network company membership less. Whe have received a proposed budget reflecting the POA Fee for our UDI and the Program Fee. our UDI and the Program Fee.

Schlament Changes: Buyoria) seaume responsibility for payment of all Settlement Charges. Included are Illings fees, recording fees, and title insurance. Settlement Charges are due at time of sold in a some taried close at time of payors. Estimates are shown on the

c. Processini Fee: \$349.00,
d. Tares Buyor(s) assume reoponsibility for properly taxes and will be billed separately

4. IAVe soknowledge that prior to signing the contract or agreement we were provided the following documents, as amended from tims to time, and understand that we should not rely on any representations other than those contained in seld documents:

a Amended and Restoled FatrShare Vacation Plan Use Management Trust Agreement and amendments thereto, it any b. Articles of incorporation of FatrShare Vacation Owners Association

Bylance of FatrShare Vacation Owners Association of Management Agreement

Bylance of FatrShare Vacation Owners Association

Management Agreement

FatrShare Plan Vacation Program Directory ("Circolory")

IWe acknowledge that prior to signing the contract or agreement for the purchase of the above described UDI, we were turnished with a copy of the following documents would be available from the site upon request:

a. We received the state properly report for FLORIDA where same is applicable to this development

b. Declaration, Project instrument or Masker Deed for the Timeshare Regime (Covenants, Conditions and Restrictions)

a state of temperature for Timeshare Regime (Covenants, Conditions and Restrictions)

Articles of incorporation for Timeshare Association
Bylaws for Timeshare Association
Plat or Floor Plan of Timeshare Regime
Reservation System Rules and Regulations of the Timeshare Regime
Rules and Regulations of the Timeshare Regime

Management Agreement of the Timeshare Regime Linderlying master documents, it applicable

i. I/Ve accumwhedge that the Plan Manager may redistribute the extrust Foints etitibutable to a Vacation Unit within the seasons of the year, up to a numerative total of brenty become (20%) increase or decrease.

O F INVa acknowledge

We may not transfer or convey our UDI har may we use our Points unless we are current in our semual FairShare Plus Assessments and shighlains to SELLER and/or the Trust.

one companies to accurate any time interested that Salea Act because the Developer is jegally obligated to complete the unite within two (2) years from the other disk sale is a buildingfunk, and that any HDO (ILS) Properly Report we may have seen of received is not oplicable is this puchase

c il we default in payment of our obligation under the installment contract or note we will forfell any and all sums paid to ather the SELLER

all we default in payment of our enligation under the instantent counted or not we will offer my also an actine part to extract or paid in advance into the Trust.
d Tru Fakshare Pits VIP Program ("VIP Program") and its accompanying benefits are made available by Fagient Resours, the Challator) to FootSham Pitus members who have activeed exists algorithm effects as set tonth in the Mamber's Directory Only Points associated with UDI purchased directly from SELLER or Points associated with other UDI as determined by Falifield are digitally as other current FatiShare Pius Member's Directory for the mamman Footst required to participate in the VIP Program is the evant WWs self the UDI to a likid party purchaser, sin Points associated with the UDI will not be eligible to be coupled by such purchaser thereto VIP eligibility. The sale of the UDI may also result or a reduction or loss to such third party purchases of other Fati Share Pius benefits.

We have received no advice from SELLER, SELLER'S salesperson, or anyons on behalf of SELLER, relating to the deductibility under Federal or state too law, of interest or other expenses related to our purchase at the UDI.

This UDI is being purchased for my own personal vacation use and encountered.

Our Purchase is not based in reference upon the promise at a future program enchancement or resordamently addition which is not included in the disclosure materials provided with our purchase.

We have received on advice, not had any discussion, concerning any financial or monetary advantage such as rental income, price appreciation through resale, of tax advantage.

SELLER does not guarantee to either representation to either representation to either representation to either representation.

No 734/Rev 9-03

I/Ve solonowiedge that SELLER has represented that, in addition to exchanges by or through the Fakthare Plus Program, the UDI is presently acceptable to an international trade network company, the purpose of which is to slow us the option of exchanging occupancy of a reserved internal weak(s) for occupancy at other resorts acceptable to such international finds network company. We understand that white our membership in the international fracts have fill a fast-share Plus our pertorposion to optioner therain and is subject to the rules, regulations, terms and membership does and other charges of such international trade nativest company as same exists from time to time and SELLER does not guarantee the availability of an exchange or the continuation of said program.

10. In the action of a that there may have received during the sales presentation information regarding. Resert Condominitums International, Inc. (RGP), which has the same parent company as SELLER, but RCI is otherwise an independent company separate and spart from the SELLER, and the external exchanges features and benefits available to us are only those available through the acknowledged informational trade network company. Our trade notwork company removed fees with be peld as part of our annual FairShare Pius Assessment.

Eve soknowledge that the only intermetional trade network available with this purchase is RESCRT COMPONENTIALS INTERNATIONAL, INC.

SELLER does not have any control or financial interest in any other informational trade network company. SELLER does hereby disoleting and shall not be responsible for any assurances or representations set forth within the brochures and information of the international trade network company, same being representations of such international trade network company, same being representations of such international trade network decisional representations and that EELLER is paying our initial membership fee in the international trade network decisional media network.

company.

I We administed that our use of the Fall Share Vacation Plan is limited to the units at the resort locations described in the Fall Share Plan Vacation Program Directory ("Directory"). We acknowledge that prior to aligning the Centract we were informed, and sentenated, that SELLER and certain of its substitutions currently offer Owners in good standing carries visiting member privileges at times often than change their reserved periods to use SELLER-owned facilities and certain other periodicies at certain other periodicities are certain other periodicities as set forth in the current last schedule for sech such tracert, subject to the payment of certain user local and to other terms and constitute from time to time in affect. Any of the Scallites which are from time to time seed available may be changed or eliminated without notice at any time, and the rates, terms and conditions which from time to time apply may also be changed without notice at any time.

We acknowledge that SELLER will not honor any verbal representations made to you other than those documented in writing.

The undersigned Buyer(s), whether one or more, by algeing in the space provided below, haraby ostities that he/she has read each and every one of the foregoing eletements and that he/sho understands each one and has had an opportunity to inquire of the SELLER with respect to these issues.

BINER: PROET DANIELS

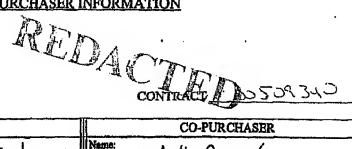
yne Meralile

4.29.05

No 734/Rev. 9-03

## **PURCHASER INFORMATION**





PURCHASER	CO-PURCHASER
PURCHASER	
Kimberly Daniels	Name: Ardell Daniels (Include It or St. 18 applicable)
Social Security Number:	Social Security Number:
Room Boom It Limited.	Posses Dodge N. Marrier
Home Phone: S. C. 30	Home Phone:
(904) 813-2734	
(Arth ords) Date of Birth;	Date of Birth:
Total de breat	Name of Pittle
Prosent Address: 121 Schooner Key Place	Present Address:
Jacksonville, FL 35018	(Street)
(City, State and 2017)	(City, Slate and IDF)
If residing at present address for less than two years, provide:	If residing at present address for less than two years, provide:
Formet Address:	Former Address:
(keet)	(Seori)
	(City, State and 270)
(CSy, State and 21°)	
Beeployer: - Was What Missales	Banployer:
Bardon Dord Ministra	(Nam)
(Street)	(5/Nd)
(City, State and ZIP)	(City, State and ZEP)
(Pierre, including area code) 904 - 237-9251	(79ms, faciuling true code)
Closest relative not living with you:	Closest relative not living with you:
(Vinus)	(Ntms)
(Street)	(6mas)
(City, State and Zit')	(City, State and ZPP)
(Phome, inchiling syna code)	(Plops, including tree code)
The undersigned hereby certifies(y) that all information provided h	crein is complete and true, includes all pertinent information and
contains no misrcoresculations. The undersigned authorize(s) Fair	field Resorts. Inc. or its designes to yerify the information
contained herein and make such additional humpiries as may be reas	iousory rotation to organization and the information
the milety & Auch 125/05	(Par)
· /	•

No. 1421/11-04

#### FLORIDA

#### **FAIRSHARE VACATION OWNERSHIP** ASSIGNMENT AGREEMENT AND USE RESTRICTION

THIS FAIRSHARE VACATION OWNERSHIP ASSIGNMENT AGREEMENT AND USE RESTRICTION ("Assignment Agreement") is made this 29TH day of APRIL, 2995, by and between Fairfield Resorts, Icc., a Delaware Corporation located at Orlando, Florida ("Plan Manager"), and SPOKEN WORD MINISTRIES

UDI

KIMBERLY DANIELS & ARDELL DANIELS ("Owner"). WHEREAS, The Fabritare Vacation Plan Use Management Trust Agreement and Use Restriction ("Trust Agreement"), as amended and restated, recorded in Book 4448, Page 1125 in the Public Records of VOLUSIA Coursy, Florida, as amended and restated, which document is incorporated herein by reference, together with all amendments and supplemental thereto, sats forth the terms, restrictions and conditions of the Fairfiltare Vecation Plan described itereto as well as the obligations of the Plan Manager to those Owners who definest their use, occupancy and processory rights in their property to the Triest pursuant to the terms and conditions of the Fairfiltare Vacation Plan by execution of this Assignment Agreement; and

WHEREAS, the Owner is the Buyer of a Vacation Ownership Interest consisting of an undivided fee simple interest to Ocean Walk II (PROPERTY) located in VOLUSIA county, FLORIDA, injection with the allocation to us of symbolic 30000 Points ("Points") described in the Contract for Purchase and Sale ("Contract") # 00035-0500400 and/or in the Deed Servers the Owner and FARRYELD RESORTS, INC.,

WHEREAS, the Owner desires to subject the use, occupancy and pracessory rights in the above described Property to the FairShare Vacation Plan pursuant to the terms, restrictions and conditions of the Trust Agreement.

NOW THEREPORE, in consideration of \$\frac{1}{2}\$ \( \frac{1}{2} \) \( \frac{1} \) \( \frac{1}{2} \) \( \frac{1} \) \( \frac{1} \) \( \frac{1} \) \( \frac{1} \) \( \frac{1}{2}

- Owner bereby subjects the use, occupancy and possessory rights in the Property to the Falishere Vacation Plan ("Plan") exchange program as same is defined in the Trust Agreement and surrenders and ideficiate the possession and use of said Property to the Falishere Vacation Plan Use Management Trust ("Trust") to be administered in accordance with the terms, restrictions and conditions set forth in the Trust Agreement, and agreement and occupancy of the Property subjected to the Trust Agreement, shall be subject to the terms and provisions of same, as well as the Management Agreement, as same may be aded from time to time
- Plan Manager shall assign Owner 308060 Points ("Points"), as defined in the Trust Agreement, which Points shall be used to preserve use of property declinated to the Trust through PairShare Plus in accordance with the provisions of the Trust directions. Sald Points are symbolic of the Owner's interest in the
- properly and are to be used in each full year.

  Owner's breithy transfers by use and occupancy rights in and to the Property to the Trust for the period of time this Assignment Agreement is affective and accordingly greats to the Trustoc or is assigns and the Plan Manager the right to saign the possession and use rights of the Property on an angual basis or bismajal basis, if applicable, to Owner in the Plan is remain for Owner's Use Rights to utilize the PaisShare Plus Program of exchange in accordance with the terms and provisions of the Trust Agreement.
- Owner, his heirs, successors and assigns, hereby designate the Plan Manager, his successors or assigns, as he Voting Designae, as same is defined in the Trust Agreement, to exercise his voting rights in the Ocean Walk II (POA) for the period of time this Assignment Agreement is effective. Unless notified caterwise by Owner no less than 30 days prior to an annual or special meeting of the POA, the Plan Manager shall exercise said voting rights of the Owner pursuant to the
- terms and conditions of the Taust Agreenters unless otherwise provided by applicable law.

  Owner, by subjecting the use and occupancy rights in the Property to the Pan, becomes a member of the Pairshare Vacation Owners Association ("Association") and as such agrees to abide by all requirements set forth in the Articles and Bytawa of the Association.
- Owner hereby agrees to pay to the Trust on behalf of the Association an annual FairShare Plus Assessment ("Assessment") for certain expenses attributable to the Pan is accordance with the provisions of the Trust Agreement, as amended from time to time, which annual Assessment includes Owner's abare of the expenses associated with the operation and maintenance of the Plan, beneins associated with the operation and maintenance of the Plan, beneins feer referred to as the "Program Pee", and may include Owner's proportionate state of Orient's POA mulaterance free and common expenses attributable to his Property, herebusher ruferred to an "POA Fee " Said sensest Attenuent shall be populse unitedly in advance in either one installment as in monthly installments pursuent to a pre-authorized affecting system. The Flan Manager on healt of Trustee shall cause the above referenced POA Fee parties of the Assessment to be deposited into a Fairshare Flux Escrew Account well such fisate become due and are delivered to the above referenced POA. Owner hereby anthonizes the Trustee or its assigns to withdraw the POA Fee described in the Consess from and out of the fiscrow Account and pay same over to the underlying POA so long at said Property is subjected to the Plan, provided Owner remains current in
- and of the isocolor and pay amo over to be interrupted and all sated Asserment including the Program Fee and POA Fee is \$1336.56.
  This Assignment Agreement and all rights gramed horizone writen
  This Assignment Agreement and all rights gramed horizone may be terminated by Owner, or by Owner's successors or assigns, at any time; however, any such estimated that he subject to any outsisseding reservations against the Program the model but all reservations will be accepted on or after the termination date. If this Assignment is terminated, future accept to the Program with require approval of the Plan Manager and include a conversion fee. If not terminate will be over on the earlier of the following
  - termination of the Declaration in which the Property is located in accordance with the underlying Declaration of Covenants and Restrictions establishing said regime; or
  - termination of the plant of
  - termination by Proster after Trustee has determined that the Property has been rendered unsuitable for continued use in the Plan

Upon termination, Owner's Police will be entitigationed and Owner will no longer have the right to make reservations in Properties dedicated to the Plan and said use and occupancy rights in the Property shall automatically revert to the Owner.

- This Assignment Agreement and the terms and considers of the Trus Agreement shall consider a covenant running with the land and shall be binding upon the Cwarer, his helps, successors and assigns, provided, however, the application of this covenant on the Property may be terminated in accordance with Paragraph 9 above or shall terminate automatically if and when the record title to Property shall be held by the Developer, Sollar or Fairfield Resorts, inc. ("Fairfield") substantial to conveyance to Owner
- subsequent to conveyance to Owner Agreement Agreement or in the event Owner defaults on his obligation under the Contract resulting in the termination of taid Contract, this Assignment Agreement Agreement Agreement about the destruct terminated and cancelled and all rights of the Owner hereunder shall cause. Upon much termination I van Manager thail cause the toes, occupancy and postersory rights in the Projecty to be returned to Owner, solited to any Owner commitments or confirmed reservations in the Property by another Plan participant which may have been made pursuant to the Plan. Any Boes due the Trust by Owner shall be deducted from the assessments made by Owner at date of termination. Upon such termination, all such benefits and obligations of Owner pursuant to the Contract shall continue in
- 12. The HairShare Plus VIP Program ("VIP Program") and its accompanying benefits are made available by Fairfield to FairShare Plus members who have achieved certain eligibility criteria as set forti in the Member's Directory. Only Points associated with vacation ownership interests purchased directly from Pairfield or Points associated with other vacation ownership interests as determined by Fairfield are eligible to be counted toward VIP eligibility. See the current FairSpace rouns associated with cone variation ownerstup interests as exercising of relations are engages so of counter inward with engaging, sice of counter relations of the following the relation of the participate in the VIP Program. In the overall Counter subsequently with the Property to a third party purchaser, the Points orseculated with the Property will took be eligible to be equally town VIP eligibility to such prioritister. Fairfield, in its sole discretion, with out prior tacke, may unitatedly expand or faint the point eligibility effects for the VIP Program. The sale of the Property by Owner to a third party purchaser may also result in a reduction of loss to such purchaser of other Fairfisher. Flux benefits.
- 13. The parties hereto agree to execute any additional instruments which may be necessary or convenient to carry out the intent and purpose of this Assignment

The terms and conditions of the Assignment Agreement but forth above must survive decome in withness with the light parties hereto have not up and and seals on the day and y	of the Mobert to Country
OWNERS MUNICIPAL COMILLO	FAIRFIELD RESORTS, INC., PLAN MANAGER
OWNERS TOOK LIVING ARUELL DANIELS	w Layne Merable
WITNESS / MCKR)	ትል የፅሃዚቀ ቆን

#### PAYMENT PREFERENCE FORM

ed Week Conversion/Current Own	ner		
ed Week Conversion/New Sale		XX Go For More Points Progra	ım
l New Sale	000330509340	•	
		Membership (Current Owns	
i/Share Plus account has been pr Paymant Frequency (Monthly or A	aviously established, the Annual), Payment Date (D	additional purchase must have the sen lay of Month) and Payment Method as	ne Social Security Numi the existing account.
CONVERSION FEE(S)			
Fixed Week			\$
FairShare Plus PlusPartne	r Program		\$
FIXED WEEK ASSESSMENT			
	shio interest		
		it 2 (\$0,65 X )tem 2A / 1000 points)	s
	-	factorial and the factorial	\$
		B + 2C)	\$
	•	•	\$
UDI ASSESSMENT			
			308000
		t <sup>23</sup> (\$9,56 X (tem 3A / 1000 points)	\$ 172,48
Current Annual POA Asses	sment (\$3,76 X Item 3A	/ 1000 points)	\$ 1,158.08
Annual FairShare Plus Asas	essment Amount (Item 3	B+3C)	\$ 1,330.56
Monthly FairShare Plus Ass	essment Amount (Item	3D / 12)	\$ 110.88
go for more points fee "			
Go For More Points Allocate	ad .		308000
Go For More Points Fee			\$ 1330.58
Monthly Go For More Paints	Fee (llem 4B / 24)		\$ 55,44
TOTALS -			
-	t Fee(s) *** (items 2E + i	3E + 4C) E	\$ 166 32
Processing Fae			\$ 000
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		· · · · · · · · · · · · · · · · · · ·	\$ 0.00
· ·	• •	te if adding to an existing account)	06-13-2006
		lard Dienosins	American Express
Automotion Au	- Master C	PISWYKII	
Account Number		Expiration Date	······································
NT OWNERS: The above listed feet	cover only loday's purcha	se and/or conversion fees. If FairShare Pia	s PlusPariner Program is
nged the new total assayinpant.	terrane e sebusite donce o	A Later researces consists and Little Little Mail His Later	-Anany areczelium hijol p
Signaturate) X111100	Cintil I Da	(101/) Laber	Video!
The state of the s	way to	(11981)	xanets
Van Vier	11/2	Data 4.	29.05
the member at the beginning of a More Points fee is used to admin	each following year		
sociation ot to a billing charge if not paid thr	ough pre-authorized che	cking (PAC)	
	All fees are subje	set to change.	
	inshare Plus account has been preymant Fraquency (Monthly or A CONVERSION FEE(S) Fixed Week Fairshare Plus PlusPartne FIXED WEEK ASSESSMENT Points Allocated to Owners Current Annual Fairshare F Annual POA Fee(s)* (Base Annual Fairshare Plus Ass Monthly Fairshare P	inshare Plus account has been previously established, the Paymant Frequency (Monthly or Annual), Payment Date (E. CONVERSION FEE(S).  Fixed Week Fairshare Plus Plus Perturer Program  FIXED WEEK ASSESSMENT  Points Allocated to Ownership Interest Current Annual Pairshare Plus Program Assessment Annual Pairshare Plus Assessment Amount (Item 2 Monthly Fairshare Plus Assessment Amount (Item 2 Monthly Fairshare Plus Assessment Amount (Item 3 Monthly Fairshare Plus Assessment (\$3.76 X Item 3 Annual Fairshare Plus Assessment Amount (Item 3 Monthly Fairshare Plus Assessment Fee(s) *** (Item 3 Monthly Fairshare Plus Assessment Amount (Item 3 Monthly Go For More Points Fee Monthly Go For More Points Fee (Item 4B / 24)  FOTALS  TOTAL Monthly Assessment Fee(s) *** (Items 2E + 5 Processing Fee Total Amount Due Today (Item 1 + 5B)  Fixed Week POA Fee balance (remit check to POA p First Monthly Payment Due Date (or next payment deant required today, please mark appropriate box:  Account Number  Account Number  Account Number  Account Number  Account Number  Account Number  Account is paid in advance Any difference between the amount the new total assessment, you will receive a separate quotice of the men total assessment, you will receive a separate quotice of the men total assessment, you will receive a separate quotice of the men total assessment, you will receive a separate quotice of the men total assessment, you will receive a separate quotice of the men total assessment, you will receive a separate quotice of the men benefit fee is used to administer the Go For More Posciation.	New Sale

No 1176/Rev 5-03 (RC1/II) IRN TO: GREENSPIRING MARKETR ET AL TRAV: 100 WEST C. : L. GOREEK ROI FT. LAUDERDALE, FT 33306

> Contract Number: 000330509340 Sales Price: \$33,549.00

This Instrument Prepared by: Kim Thompson, Title Services Wyndham Vacation Resorts, Inc. Orlando, FL 32819 05/15/2007 10:48 AM Doc stamps 235.20 (Transfer Aut \$ 33549) Instrument# 2007-110536 # 1

Book: 6059 Page: 4814

#### SPECIAL WARRANTY DEED OF CONVEYANCE (OCEAN WALK II)

THIS DEED, made this 2nd day of April, 2007 by and between WYNDHAM VACATION RESORTS, INC., a Delaware corporation, having its principal place of business at 8427 South Park Circle, Orlando, FL 32819, as GRANTOR and Speken Word Ministries, Inc., as GRANTEE(S), whose address is 300 N ATLANTIC AVE, DAYTONA, FL 32118.

#### WITNESSETH

That the Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to it paid by the Grantee(s), the receipt of which is hereby acknowledged, has bergained and sold, and by these presents does grant, bargain and sell and convey unto the aforesaid Grantee(s), their heirs, devisees, successors, and assigns, the following described property:

A 308,000/139,685,500 undivided tenant-in-common fee simple interest in the grouping of VOI Units commonly known as Units 2028 through 2033; 2128 through 2133; 2229; 2231; 2324; 2329 and 2331 of Fairfield Daytona Beach at Ocean Walk II, A CONDOMINIUM, together with all apportenances thereto, according and subject to the Declaration of Condominium for Fairfield Daytona Beach at Ocean Walk II, A Condominium, as recorded in Official Records Book 5279, Page 541, et seq., public records of Volusia County, Florida, together with any and all amendments and supplements thereto. Grantes(s) Contract Number with Grantor for the purchase of the interest identified herein is 000330509340.

TOGETHER with all the tensments, hereditaments and appurtenances thereto belonging or in anywise appertaining.

The Property described above is a(n) Annual ownership interest as described in the Declaration and such ownership interest has been allocated 308,000 Points (as defined in the Declaration) for use by the Grantee in Eachyear(s).

This conveyance is subject to and by accepting this Deed Grantee(s) do(es) hereby agree to assume the obligation for payment of a pro rate or proportionate share of the real estate taxes for the current year and subsequent years. Further, by accepting this Deed Grantee(s) accept(s) title subject to the restrictions, liens and obligations set forth in the: (1) Conditions, restrictions and limitations, reservations, easements and other matters of record; (2) Declaration of Condominium for Fairfield Daytona Beach at Ocean Walk II, a Condominium as recorded in Official Records Book 5257, Page 469, et seq., Public Records of Volusia County, Florida, together with any and all amendments and supplements thereto; (3) Declaration of Reciprocal Easement recorded in Official Records Book 4670, Page 1289, and First Amendment recorded in Official Records Book 4793, Page 2166, Public Records of Volusia County, Florida; (4) Easement as to Ocean Walk Tower Marketing Agreement (Tower II) recorded in Official Records Book 4670, Page 1320, Public Records of Volusia County, Florida; (5) Declaration of Access and Use and Grant of Easements recorded in Official Records Book 4670, Page 1271, and First Amendment recorded in Official Records Book 4793, Page 2156, Public Records of Volusia County, Florida; (6) Declaration of Easements recorded in Official Records Book 4670, Page 1308, and First Amendment recorded in Official Records Book 4793, Page 2161, Public Records of Volusia County, Florida; (7) Grant of Permanent Essentents and Agreement between The City of Daytona Beach and Tower II Development Co., L.L.C., a Florida limited liability company, recorded in Official Records Book 4793, Page 2184, Public Records of Volusia County.

Instrument# 2007-110536 # 2

Book: 6059 Page: 4815

Diane H. Natousek

Volusia County, Clerk of Court

Florida; (8) Declaration of Use Rights and Reservation of Easement, as recorded in Official Records Book 5257 at page 600 et seq., Public Records of Volusia County, Florida; (9) Amended and Restated Declaration of Easements, as recorded in Official Records Book 5257 at page 594 et seq., Public Records of Volusia County, Florida; (10) Encroachment Easement Agreement between Ocean Walk Resort Condominium Association, Inc. and Fairfield Resorts, Inc., as recorded in Official Records Book 5257 at page 619 et seq., Public Records of Volusia County, Florida; and (11) Lease Agreement entered into the 6th day of May, 1998 by and between the City of Daytona Heach ("City") and Ocean Walk Properties, Ltd., as recorded on December 28, 2000, in Official Records Book 4629, Page 1141, Public Records of Volusia County, Florida, as amended and assigned from time to time; and agree(s) to perform the obligations set forth therein in accordance with the terms thereof.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND Grantor hereby covenants with Grantee(s) that it is inwfully seized of the interest conveyed herein; that it has good and lawful authority to sell and convey said interest; that it hereby fully warrants title to said interest and will defend the same against the lawful claims of all persons claiming by and through Grantor; and that said interest is free of all encumbrances except easements, restrictions, and reservations of record and taxes for the current year and subsequent years.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name, and its corporate seal to be affixed, by its proper officers thereunto duly authorized the day and year above written.

WITNESSES:

1st Witness Signature:

Printed Name Jacquel ne Taylor

Wyndham Vication Resorts, Inc.

Ву:

Signa Bavid Director, Title Services

2nd Witness
Signature: August Rauser
Printed Name: Tanya Laguer

STATE OF Florida

\_\_\_\_

COUNTY OF Orange

1965 1965

This foregoing Deed was acknowledged before me this 2nd day of April, 2007, by Sharon David as Director, Title Services of Wyndham Vacation Resorts, Inc., on behalf of the said Corporation. He or she is personally known to me and did not take an oath.

(Affix Seal)

OHENYL MASTER
Commission # D
Explies: Dec 7, 2010
Bonted through Minds Notary Asen, Inc.

Recording Fee: \$18.50 Doc Stamps: \$235.20 Printed Name: Cheryl Faster Notary Public, State of Florida

Serial Number, if any:

My Commission Expires: 12/07/2010

TRADE CHARGE COUTH #700

100 WEST CYPRESS CREEK ROAD

LAUDERDALE, FL 33300

14:

Contract Sales Price Parcel #33-0509340 \$33,549.00

#5304 09 05 0090

05/15/2007 10:46 AM Doc stamps 101.15 Intangible Tax 57.71 Instrument# 2007-110537 # 17

Book: 6059 Page: 4816

#### **MORTGAGE DEED**

THIS INSTRUMENT PREPARED BY: FARSHELD DAYTONA BEACH AT OCEAN WALK II FAIRHELD RESORTS, INC., TITLE DEPARTMENT UDI, PHASE 330327 8427 South Park Circle, #500 Orlando, Pl. 32818 Phone: 407-370-5290

THIS MORTGAGE made this February 14, 2007, by: Spoken Word Ministries Inc., of 300 N Atlantic Avenue, Daytona, PL 32118, and FAIRFIELD RESORTS, INC., A Delawace corporation, ("MORTGAGEE").

WITNESSETH that MORTGAGOR has executed a promissory note ("Note") dated April 29, 2005, the terms of which are incorporated herein by this reference, in the principal sum of \$28,856.29, and with final payment due on May 13, 2015.

NOW THEREFORE, to secure payment of the note and performance of the coverants lientin and for good and valuable consideration, the MORTGAGOR grants, sells and conveys to MORTGAGEE, its successors or assigns, the following described Property, more particularly described as follows:

A 308,000 / 139,685,596 undivided tenant-in-common interest in Units 2028 through 2033, 2128 through 2133, 2229, 2231, 2324, 2329 and 2331 ("Property") of FAIRFIELD DAYTONA BEACH AT OCEAN WALK II, A CONDOMINIUM, together with all appartenances thereto ("Condominium"), as further defined in the Declaration of Condominium for Fairfield Daytona Beach at Ocean Walk II, A Condominium ("Declaration") which shall be or has been recorded in the Public Records of Volusia County, Florida, and all amendments thereof and supplements thereto, if any.

Together with all improvements, hereditaments and appartenances thereto now or hereafter existing, the rents, issues and profits thereof, and any interest MORTOAGOR may own in all fixtures now or hereafter ettached to or used in connection with the premises described above, and together with MORTGAGOR'S interest in all furniture, furnishings and appliances now or hereafter located on the Property. MORTGAGOR grants to MORTGAGEE a security interest in all such personal property with all the rights of a secured party under the Uniform Commercial Code.

TO HAVE AND TO HOLD the above mortgaged Property unto the MORTGAGEE, its successors and assigns forever, subject to those items set forth in the Warranty Deed of even date herewith, from MORTGAGEE, to MORTGAGOR and performance of the Property, provided that upon full payment of the note, and the performance of the coverants and warranties herein, then this mortgage and note shall be null and void. Any renewal or extension of note, or any modification of this mortgage, shall not wave any rights of the MORTGAGEE created hereby.

This document replaces the original Mortgage dated April 29, 2005, and any payments or setoffs hereto made to the original Mortgage will apply to the note amount stated herein

MORTGAGOR (jointly and severally, if more than one) warrants and covenants to and with MORTGAGEE as follows:

- MORTGAGOR has the right to convey and mortgage the Property. It is unencumbered, and MORTGAGOR, will forever protect and defend the
  Property against all claims. This a purchase money first mortgage.
- 2. MORTGAGOR will keep the Property fully insured against loss by fire and lightening and such other risks as MORTGAGEE may require, with an insurance company satisfactory to MORTGAGEE, for the benefit of MORTGAGEE, provided, however, that the foregoing obligations shall be deemed satisfied if the Owner's Association resintains a "master" or "blanket" policy on the project which provides insurance against fire, hazards included with the barres "extended coverage" and such other hazards as MORTGAGEE may require, and in such amounts and for such periods at MORTGAGEE may require. MORTGAGOR shall furnish evidence satisfactory to MORTGAGEE of the existence of insurance complying with the warranty contained in this paragraph.

NO, 686/Rev. 9-05

Instrument# 2007-110537 # 2

Book: 6059 Page: 4817

Contract No. 33-0509340

- MORTGAGOR will promptly pay when due all amounts due under the note; all toxes, assessments and charges against the Property, including any
  assessments by the Owners' Association and the Fairshare Vacation Owners Association.
- 4. Except as may be expressly authorized by applicable law, MORTGAGOR will not commit or permit waste of any kind on the Property.
- 5. Except as may be expressly authorized by applicable law, MORTGAGOR will not sell, transfer or further encumber any part of the Property without MORTGAGEE'S prior written consent, and upon the prior consent being obtained, a subsequent purchaser of the Property may, subject to conditions, be permitted to assume the balance of the mortgage loan on the original terms.
- 6. Any forbestance of MORTGAGEE in exercising any right to remedy hereunder, or otherwise afforded by applicable law, shall not be deemed to be a waiver or proclude the exercise of any such right or remedy. The procurement of insurance or the payment of bases or other liens or clarged by MORTGAGEE shall not be deemed to be a waiver of MORTGAGEE's right to accelerate the maturity of the indebtedness secured by this Mortgage.
- 7. If all or part of the Property or an interest therein is sold or transferred by MORTGAGOR without MORTGAGEE'S prior written consent, excluding (a) transfer by devise, descent or operation of law upon the death of a joint tenant, or (b) the grant of any leasehold interest to one party to occupy the Property during only one calendar year not containing an option to purchase, MORTGAGEE may, at its option, declare all sums secured by this Mortgage to be immediately due and payable. MORTGAGEE shall have wrived such option to accelerate it, and only if, prior to the sale or transfer, MORTGAGEE and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to MORTGAGEE and that the interest payable on the sums secured by this Mortgage shall be at such rate as MORTGAGEE shall request. No sale or transfer of the Property to or the assumption of the Mortgage and the Note secured hereby by a third party shall act to release MORTGAGOR from may liability under the Mortgage and the Note secured hereby unless MORTGAGEE expressly releases said MORTGAGOR in writing.

If all or any part of the Property or an interest therein is sold or transferred by MORTGAGOR with MORTGAGEE'S prior written consent, MORTGAGOR hereby agrees to pay MORTGAGEE a reasonable assumption fee, as MORTGAGEE may establish from time to time, at the time MORTGAGEE approves the assumption of this Mortgage by the person to whom the Property is sold or transferred.

If MORTGAGHE exercises such option to accelerate, MORTGAGHE shall mail to MORTGAGOR notice of acceleration. Such notice shall provide a period of not less than 10 days from the date the notice is mailed within which MORTGAGOR may pay the sums declared due. If MORTGAGC this to pay such sums prior to the expiration of such period, MORTGAGEE may, without further notice or demand, exercise its remedies as provided for under this Mortgage and the Note secured hereby and as may be permuted under applicable law.

- 8. Except as provided in paragraph 7 hereof, MORTGAGES shall give notice to MORTGAGOR prior to acceleration following MORTGAGOR: breach of any covenant or agreement in this Mortgage or in the Note secured hereby. This notice shall specify: (a) the breach; (b) the action require to core the breach; (c) a date, not less than 10 days from the date the notice is given to MORTGAGOR, by which the breach must be cared; and (d) the failure to core the breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. The motice shall further inform MORTGAGOR of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of the breach or any other defense of MORTGAGOR to acceleration and foreclosure. If the breach is not cared on or before the date specified in the notice, MORTGAGER, at its option, may elect to require insteading ayment in full of all sums secured by this Mortgage without further notice or demand and may, at its option, foreclose this Mortgage by judicial proceeding without further notice or demand. MORTGAGEE shall be entitled to collect all expenses incurred in pursuing the remodies provided in this paragraph, including, but not limited to reasonable attorneys' fees and costs of title evidence.
- 9. MORTGAGOR and MORTGAGEE intend to comply strictly with applicable law regulating the maximum allowable rate or amount of interest that MORTGAGEE may charge and collect on the Note secured hereby. Accordingly, and notwithstanding anything to the contrary in this Mortgage or the Note secured hereby, the aggregate amount of interest and other charges constituting interest under applicable law that are payable, or receivable under this Mortgage or the Note secured hereby shall not exceed the maximum amount of interest now allowed by applicable law or any greater amount of interest allowed because of a future entendment to existing law. MORTGAGOR will not be liable for any interest in excess of the maximum lawful amount, and any excess charged or collected by MORTGAGEE will constitute an inadvertent mistake and, if charged but not paid, will be cancelled automatically, or, if paid, will either be refunded to MORTGAGOR, cancelled, or credited against the Note secured hereby, at the election of MORTGAGOR.

NO. 686/Rev. 9-05

Instrument# 2007-110537 # 3
Book: 6059
Page: 4818
Diane H. Natousek
Volusia County, Clerk of Court
Contract No. 33-0509340

- 10. MORTGAGEH and MORTGAGOR hereby knowingly, voluntarily and intentionally waive the right either may have to a trial by jury with respect to my litigation based hereon or arising out of, under or in connection with this Mortgage and the Note secured hereby, or in any course of conduct, course of dealing, statements (whether verbal or written), or action of either party. This provision is a material inducement for MORTGAGEE in making the loan secured by this Mortgage.
- 11. In the event of any and all litigation arising out of or pertaining to this Mortgage and Note secured hereby, the Prevailing Party shall be entitled to an award of reasonable attorneys' fees and costs.
- 12. This Mortgage shall be governed by the laws of the State of Florida. In the event that any provision or clause of this Mortgage or the Note secured hereby conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note secured hereby which can be given effect without the conflicting provision or clause, and to this end the provisions of the Mortgage and the Note secured hereby are declared to be severable.

The failure of MORTGAGOR to make any payment required by the Mortgage or the note, the breach of any covenant or warranty of this mortgage, the death or insolvency of any MORTGAGOR, shall constitute events of default. If any default shall continue for 10 days, all indebtedness secured hereby shall, at the option of the MORTGAGEE, unmediately become due and payable without notice.

"MORTGAGER" and "MORTGAGOR" as used herein, shall include their respective beins, personal representatives, successors and assigns. The masquine shall include all genders, and the singular shall include the plural. MORTGAGER may freely transfer and assign its rights hereunder without notice to MORTGAGOR except as may be required by applicable law.

IN WITNESS WHEREOF, MORTGAGOR has signed this instrument on the	day and year first above written.
Signed and delivered, in presence of:	Kumberly Laniel
	King bery Daniels
	ACRITICACION Arriedo Opriedo, Vice President ut Spoken Word Ministres Inc.
	Andell Daniels
STATE OF Ha' COUNTY OF A WAS	of Manda 2007 by Spoken
The foregoing instrument was seknowledged before me this Abad day.  Word Ministries Inc., who produced a photographic ID or driver's license as	dentification and who did not take an oath.
My Coarmission Expires:	Calkerne fines
CATHERINE PRICE Notary Public, State of Florida My comm. excires Mar. 09, 2008	Name: (a/herinefrice NOTARY PUBLIC, State of: 3/9/
No DD 235560	County of Danal

NO. 686/Rev. 9-05

02/04/2009 10:39 AM Instrument# 2009-019798 # 1

Book: 6319 Page: 1833 Diane N. Natousek

Volusia County, Clerk of Court

Contract Number: 000330509340 THIS INSTRUMENT WAS PREPARED BY: Wyndham Vacation Resorts, Inc. Title Services 8427 South Park Circle Orlando, FL 32819

#### SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That Wyndham Vacation Resorts, Inc., a Delaware corporation, states that it is the owner and holder of the mortgage described below and that the indebtedness secured by the mortgage dated 04/29/2005 and executed by Spoken Word Ministries. Inc., encumbering property in the county of Volusia, as described in the mortgage and recorded in the office of the Clerk of the Circuit Court of Volusia County, Florida on May 15, 2007, in Official Records Book 6059, Page 4816, has been paid in full and discharged; and the Clerk of said Court is hereby authorized and directed to record this instrument as a full and complete cancellation and satisfaction of said mortgage.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name, and its corporate seal to be affixed, by its proper officers thereunto duly authorized the day and year above written.

Wyndham Vacation Resorts, Inc. (corporate seal) a Delaware corporation Nicki Lowis Authorized Representative STATE OF Florida **COUNTY OF Orange** 

This foregoing instrument was acknowledged before me this 12th day of January, 2009, by Nicki Lewis as Authorized Representative Wyndham Vacation Resorts, Inc., a Delaware corporation. He or she is personally known to me and did not take an oath.

Commit 000729291 Expires 10/08/2011 Pauda mappy Austr. Dic

Printed Name: Yvetto Conzalez Notary Public, State of Florida My Commission Expires: 10/25/2011

# **EXHIBIT F**

**EXHIBIT F** 

## CLUB WYNDHAM' Plus

CLUB WYNDHAM Plus P.O. Box 98940 Las Vegas, NV 89193 1-888-739-4022

# CLUB WYNDHAM Plus SM CHARGES AND PAYMENT HISTORY

Kimberly Daniels 121 Schooner Key Pl Jacksonville FL 32218-4980

Member #:

00010257215

DATE	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
	REDACTE			
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1/1/2012	New Year 2012: New Payment Amount \$2,163.70		60 474 70
2/1/2012	Late Fee Charge	\$15.00	\$2,171.70
2/14/2012	Collection Fee Charge	\$649.11	\$2,186.70
12/21/2012		\$2,240.70	\$2,835.81
12/21/2012	Annual Charge 01/13  Billing Service Charge 01/13	\$8.00	\$5,076.51
1/1/2013	New Year 2013: New Payment Amount \$2,240.70	ψυ.υυ	\$5,084.51 \$5,084.54
2/11/2013	Late Fee Charge	\$15.00	\$5,084.51 \$5,080.54
2/11/2013	Waived Late Fee Charge	-\$15.00	\$5,099.51
	Late Fee Charge	\$15.00	\$5,084.51 \$5,000.54
2/13/2013	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	\$672.21	\$5,099.51 \$5,734.70
2/14/2013	Collection Fee Charge Annual Charge 01/14	\$2,317.70	\$5,771.72
12/20/2013			\$8,089.42
12/20/2013		\$8.00	\$8,097.42
1/1/2014	New Year 2014: New Payment Amount \$2,317.70		\$8,097.42
1/24/2014	New Payment Amount \$2,310.00	₽4Ė 00	\$8,097.42
2/10/2014	Late Fee Charge	\$15.00	\$8,112.42
2/14/2014	Collection Fee Charge	\$695.31	\$8,807.73
12/19/2014	Annual Charge 01/15	\$2,344.65	\$11,152.38
12/19/2014	Billing Service Charge 01/15	\$8.00	\$11,160.38

# **EXHIBIT G**

# IN THE CIRCUIT COURT OF THE 17th JUDICIAL CIRCUIT IN AND FOR BROWARD COUNTY, FLORIDA

## **FAMILY DIVISION**

IN RE: THE MARRIAGE OF,

Case No. FMCE-14-10217

ARDELL DANIELS, Petitioner/Husband,

and

KIMBERLY DANIELS, Respondent/Wife

Division: 44/91

and

SPOKEN WORD MINISTRIES, INC. Third Party Defendant.

# FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE WITH PROPERTY

This cause came before this Court for a hearing on a Petition for Dissolution of Marriage and Counter-Petition for Dissolution of Marriage. The Court, having reviewed the file and heard the testimony, makes these findings of fact and reaches these conclusions of law:

- 1. The Court has jurisdiction over the subject matter and the parties.
- At least one party has been a resident of the State of Florida for more than 6 months immediately before filing the Petition for Dissolution of Marriage.
- The marriage between the parties is irretrievably broken. Therefore, the marriage between the parties is dissolved, and the parties are restored to the status of being single.
- 4. Marital Settlement Agreement. The parties have voluntarily entered into a Marital Settlement Agreement. Therefore, the Marital Settlement Agreement has been filed in this case and is hereby approved by this Court. The parties are ordered to obey all of its provisions.
- 5. The Court reserves jurisdiction to modify and enforce this final judgment.

DONE AND ORDERED at Broward County Courthouse on the 3rd day of May, 2016.

SIRCUIT JUDGE JOHN PATRICK CONTINI



## IN THE CIRCUIT COURT OF THE 17th JUDICIAL CIRCUIT IN AND FOR BROWARD COUNTY, FLORIDA

## FAMILY DIVISION

IN RE: THE MARRIAGE OF.

Case No. FMCE-14-10217

ARDELL DANIELS, Petitioner/Husband,

and

KIMBERLY DANIELS. Respondent/Wife

Division: 44/91

and

SPOKEN WORD MINISTRIES, INC. Third Party Defendant,

## MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT is made and entered into on this 3rd day of May, 2016 by and between Petitioner, Ardell Daniels, (hereinafter referred to as "HUSBAND") and Respondent, KIMBERLY DANIELS, and Third Party Defendant, SPOKEN WORD WITNESSETH

WHEREAS, the WIFE is a resident of Duval County, Florida: and

WHEREAS, the HUSBAND is a resident of Broward County, Florida: and

WHEREAS, the parties to this Agreement were married to each other on February 1, 1996 in Broward County and formally separated on the date of filing of the Petition of Dissolution of Marriage; and

WHEREAS, there are no minor children of the parties; the WIFE is not now pregnant; and no further children are contemplated; and

WHEREAS, irreconcilable differences have arisen between the parties and for reason thereof they have consented and agreed and do hereby consent and agree to live separate and apart from each other at this time and forevermore; and

WHEREAS, the parties desire to confirm, settle and adjust their property rights and financial relations each with the other, and

and distinct agreement within I days or otherwise brought before the court: HDAs, main tenance, repairs, and the dog.

### IT IS THEREFORE AGREED:

## 1. CONSIDERATION:

in consideration of the premises and the other good and valuable consideration herein recited and in the consideration of the performance of the terms and conditions set forth in detail below, the parties have agreed and do hereby agree and covenant as follows:

## 2. ACKNOWLEDGEMENT AND RELEASE OF THE WIFE:

The WIFE acknowledges that she is represented by counsel, Veronica Robinson, Esq., and has otherwise been fully advised of her rights and obligations under this Marital Settlement Agreement. The WIFE acknowledges that the HUSBAND may not have fully disclosed to her the amount and nature of his assets and liabilities in a Family Law Financial Affidavit pursuant to Florida Family Rule of Procedure 12.902(c) and may not have represented to her the amount of his present income, all of which representations the WIFE has cannot rely upon. Despite same, the WIFE is making an intelligent decision to execute this Agreement.

SWINT
The WIFE further agrees and does hereby release, discharge and exonerate HUSBAND from the pending ejectment action pending in Broward County, Florida.

Subject to the provision of this Agreement, the WIFE does by this agreement for herself and her heirs, legal representative, executors and assigns, release and discharge the HUSBAND of and from all causes of action, claims, rights or demands whatsoever in law or equity, which she ever had or now has against the HUSBAND, except any and all cause or causes of action for divorce.

# 3. ACKNOWLEDGMENT AND RELEASE OF THE HUSBAND:

The HUSBAND acknowledges that he is represented by counsel, Pamela M. Gordon, Esq., and has otherwise been fully advised of her rights and obligations under this Marital Settlement Agreement. The HUSBAND acknowledges that the WIFE may not have disclosed to him the amount and nature of her assets and liabilities in a Florida Family Rule of Procedure 12.902 (c) and may not have represented to him the amount of her present income, all of which representations the HUSBAND has not relied upon. Despite same, the HUSBAND intelligently executes this Agreement.

## 4. ACKNOWLEDMENT AND RELEASE OF SWMI

The THIRD PARTY DEFENDANT, SPOKEN WORD MINISTRIES, INC. acknowledges that it is represented by counsel, Thomas Adam, Esq., and has otherwise been fully advised of its rights and obligations under this Marital Settlement Agreement. The THIRD PARTY DEFENDANT, SPOKEN WORD MINISTRIES, INC., acknowledges that

ALS.

the HUSBAND may not have fully disclosed to it the amount and nature of his assets and liabilities in a Family Law Financial Affidavit pursuant to Florida Family Rule of Procedure 12.902(c) and may not have represented to it the amount of his present income, all of which representations the SPOKEN WORD MINISTRIES, INC. cannot rely upon. Despite same, SWMI is making an intelligent decision to execute this

#### 5. SITUS:

The parties agree that this Agreement and the terms, covenants, provisions and conditions hereof shall be construed and interpreted according to the laws of the State of Florida and all payments required to be made hereunder will be made in U.S. currency. This original Agreement will be held in a safe deposit box at a local bank and copies of the original shall be provided to each party.

# 6. MARITAL ASSETS AND LIABILITIES

Pursuant to Fiorida Statutes §61.075, all martial assets and liabilities have been equally

## A. MARITAL ASSETS

## 1. REAL PROPERTY

The parties shall sell the property located at 11881 Piccadilly Place, Davie, Florida 33325. While SWMI owns the property, all parties agree that the home shall be placed on the market and sold. The HUSBAND and WIFE shall divide the proceeds from the sale of the home in a 75%/25% split with the HUSBAND having 75%. The SWMI is responsible for managing the sale of the home and shall select the real estate agent other than the real estate agent utilized in the purchase of the home.

The parties agree that the HUSBAND shall have temporary possession of the home located at Piccadilly Place, Davie, Florida 33325 until the home is sold. The HUSBAND Rese shall be fully responsible for the maintance and repair of the home. If the HUSBAND is unable or unwilling to keep the home in "show ready" as defined by the real estate agent/broker, then the HUSBAND shall have 30 days from the date of written notice to vacate the home. The HUSBAND and WIFE will cooperate and timely sign any and all documents presented to him to effectuate the refinance.

The parties agree that the home at 9197 Camshire Drive, Jacksonville, Florida 32244 shall be sold immediately and the HUSBAND shall receive 100% of the proceeds after payment of the line of credit and any and all other outstanding obligations. SWMI will maintain possession of the property at 9197 Camshire Drive, Jacksonville, Florida 32244 until the home is sold and make the monthly payment for the line of credit. SWMI has six (6) months from the date of execution of the Agreement. If SWMI does not get it

under contract within six (6) months, then SWM! will transfer its interest to the property to the HUSBAND by way of a quit claim deed. SWMI is responsible for the sale of the home. The HUSBAND shall approve the selling price. If the house does not sell, then the HUSBAND is responsible for the monthly payment of the home equity line.

The parties agree that the SWMI will quit claim deed two lots in Jacksonville, Florida on Grunthul and Mertyl Ave to the HUSBAND within 30 days of presentment of the deed to the SWMI from the HUSBAND.

The property described in the aforementioned paragraph constitutes all of the individually or jointly owned real property of the parties, or real property in which either party may claim an equitable interest.

# 2. PERSONAL PROPERTY

A small amount of the personal property acquired during the marriage has already been divided equally between the parties. The HUSBAND shall receive as his own and WIFE shall have no further rights or responsibilities regarding the following assets:

(1) Tools located in the Davie home.

- (2) Furnishings in the Davie home except as those identified by the Wife within 15 days of the execution of this Agreement. Upon Identification of the Items, the Husband shall make arrangements for the Wife to obtain the items. (3) Husband's jewelry.
- (4) Husband's personal belongings.

(5) Husband's assets identified by the Husband on his Financial Affidavit.

The WiFE shall receive as her own and HUSBAND and SWMI shall have no further rights or responsibilities regarding the following assets:

(1) All personal belongings such as clothes, books, purses etc. in each home.

(2) All personal belongings of the children- Faith Smith, Elljah and Elisha Danlels.

(3) All furnishings in home on Camshire Drive in Jacksonville, Florida.

(4) Wife's jewelry and all other items identified by the Wife on her Financial Affidavit (5) The Husband shall return the dog, King, to the Wife. - Rejerved

# 3. NON-MARITAL PROPERTY

Any and all gifts, including the parties' wedding rings and other jewelry are non-marital property and each person in possession of said gift is the sole owner of this personal

Any and all property located at SWMI is hereby forevermore deemed as property of

# B. MARITAL LIABILITIES



Each party will be responsible for debts in his/her own name including credit cards and

Any debt, henceforth, that one party requested and acquired without prior approval from the other is the responsibility of the party acquiring the debt.

## C. INDEMNITY OF WIFE

HUSBAND warrants that, except as otherwise herein specifically provided: a) he will not at any time hereafter contract any debt, charge or liability whatsoever for the WIFE, her legal representatives, heirs, assigns, property or estate shall or may become liable, except for those items afore- described; and b) he will hold the WIFE harmless against any debt, charge, or other liability hereafter contracted by him.

# D. INDEMNITY OF HUSBAND

WIFE warrants that, except as otherwise herein specifically provided; a) she will not at any time hereafter contract any debt, charge or liability whatsoever for the HUSBAND, his legal representatives, heirs, assigns, property or estate shall or may become liable, except for those items afore- described; and b) she will hold the HUSBAND harmless against any debt, charge, or other liability hereafter contracted by her.

# E. INDEMNITY OF THIRD PARTY AGREEMENT

HUSBAND warrants that, except as otherwise herein specifically provided: a) he will not at any time hereafter contract any debt, charge or liability whatsoever for the SWMI, his legal representatives, helrs, assigns, property or estate shall or may become liable, except for those items afore- described; and b) he will hold the SWMI harmless against any debt, charge, or other liability hereafter contracted by her.

### F. ALIMONY

Both parties acknowledge that each possesses independent means to provide for their own support, care and maintenance and both parties, do hereby relinquish, renounce and waive any right, legal or otherwise, which he or she has or which he or she at this time might have to temporary, permanent, rehabilitative or lump sum alimony.

# G. MEDICAL INSURANCE OF THE PARTIES

Both parties will be responsible for their own medical, dental and vision insurance.

## H. INCOME TAXES

The parties have not received any tax advice from their attorney of record in this Dissolution of Marriage action for which he/she relied upon in entering into this Martiel



# 9. EXECUTION OF FURTHER INSTRUMENTS:

Each of the parties hereto shall, at any time or from time to time hereafter, make, execute, acknowledge and deliver any and all further instruments described herein or that shall reasonably be required by the other party for the purpose of carrying out and obtaining full force and effect to this Agreement and the covenants, conditions and provisions thereof.

# 12. ENTIRE UNDERSTANDING:

This Agreement contains the entire undertaking between the parties and there are no oral or written promises, inducements, or agreements whatsoever between them except as herein contained.

IN WITNESS WHEREOF, the parties hereto have executed this 7 page Agreement and have hereunto set their hands and seals the day and year first written. Signed, sealed, and delivered in the presence of: ARDELL DANIELS Petitioner GORDON, Esq., Attorney for Petitioner etitione VERONICA ROBINSON, Esq. Attorney for Petitioner JOSEPH CORDERO Board Member - Third Party Defendant hemos callen 7

# SEVENTEENTH JUDICIAL CIRCUIT MEDIATOR'S STATISTICAL INFORMATION SHEET

O . (1) i	TO THE TOWN SHEET
Mediator: Carl Olsm	
Judge: Contini	Mediator's Phone: 831-7074
Case Style: Ardell Daniels V	Division: 44 Case # 14 . 62 17 (16)
Date of Mediation: 4-26-176 Time In	Kimberly Daniels/Spaken word  2 pm Time Out: 5:31 Total Hours:
TYPE OF CIVIL MEDIATION	10tal Hours;
Auto Negligence	TYPE OF FAMILY MEDIATION
Malpractice	
Products Liability	Domestic Relations
Ofher Negligence	•
Condominium	
Rminent Domain	TYPE OF PROBATE MEDIATION
Real Property/Montgage Foreclosure	Guardianship
——— Committee and Indebtedness	Probate Estate
Other Civil	• •
<u>OUTCOME</u>	(CHECK ONE)
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Partial Agreement	
Matter has been continued until	
Mediation Dismissed	for further mediation
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Other	
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Plaintiff's/Petitioner's Autorney	Defendant's/Respondent's Attorney
4-26-16	Carol Olson
Date	Martista Non Olson
70,4000	Mediator Name (Please Rrint)
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to Thomas Adam	Mediator's Signature
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Broward County C	y prine
Broward County Courthouse, Room 565 201 S.E. 6th Street	
Ft. Lauderdale, Florida 33301	
	(8)
WHITE-Count File/GREEN-Petitioner/YELLOW-	CMAP/PINK-Mediator/GOLDENROD-Respondent
CMAP-005 5/14	
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# COURT ADMINISTRATOR'S OFFICE FAMILY MEDIATION UNIT Seventeenth Judicial Circuit

Broward County Courthouse 201 S.E. 6th Street Fort Lauderdale, FL 33301 (954)831-7074 FAX(954) 831-6079

IN RE: Ardell Daniels, Petitioner

CASE NO. 14-10217(44)

and, Kimberly Daniels/Spoken Word Ministries, Respondent

#### PARTIAL MEDIATION AGREEMENT

Ardell Daniels, Petitioner and, Kimberly Daniels Respondent /Spoken Word Ministries, Thirc Party Defendant have participated in mediation on April 27, 2016, at the Family Mediation Unit of the Seventeenth Judicial Circuit which has jurisdiction over the subject matter presented by the parties. The parties have agreed to the following agreement regarding:

1. The marriage between the parties is irretrievably broken.

2. ALIMONY: Deferred to judge

3. PARTIAL EQUITABLE DISTRIBUTION:

a. MARITAL LIABILITY; in regards to the Wells Fargo Equity Line on 9197 Campshire Dr. Jacksonville, parties agree that the equity tran in both parties names shall be refinanced by the wife in 120 days, removing husband's name from the liability. If the aforementioned debt is not refinanced in 120 days, the associated property shall be placed on the market for sale on the 121 day.

b. PROPERTIES; The husbands shall have ownership of the following time shares; Westgate Resorts, Orlando FL., Diamond Resort, Daytona Beach, Ocean Walk, Daytona Beach, and any other time shares listed in wife or corporation's name. Furthermore, the husband shall be responsible for all present, outstanding and future liability for the timeshares. A quit claim deed shall be executed by the appropriate party within ten (10) days of presentment by the husband.

All remaining properties are deferred to judge.

b. VEHICLES: The 2007 Escalade, the 1983 Porsche and the newly acquired 2014 GMC pickup (not marital property) shall become the sole property of the husband. The husband shall pay all outstanding citations (traffic tickets) on the aforementioned vehicles. Wife shall retain ownership as her own non-marital property, a 2011 Chrysler and 2012 Acura She shall be responsible for payments and fees associated with said vehicles. Parties shall relinquish all claims they may have to the vehicles outlined herein. Spoken Word shall retain ownership of the non-marital property of a 2014 Audi. Spoken Word shall be responsible for all payments, fees and financial obligations associated with the 2014 Audi. The appropriate party shall use best efforts to transfer title of vehicles to husband within 30-devs.

I

- 4. BANK ACCOUNTS: Deferred to judge.
- 5. DEBTS: Deferred to judge except as listed above..
- 6. Child Support and Attorney's fees and costs.; Deferred to judge

#### 7. CONFLICT RESOLUTION:

The parties agree that if a dispute arises as to this Partial Agreement the parties shall make a concerted attempt to reach an amicable resolution regarding same. If the parties are unable to agree, they shall submit to Mediation or a mutually agreed third party or professional person prior to instituting a lawsuit.

This Agreement shall be binding on the parties hereto as of the date of this Agreement and shall remain binding thereafter unless, by mutual agreement in writing, it is subsequently modified or abandoned.



CASE NO.: 14-10217(44)

CASE NAME; Daniels v Daniels/Spoken Word

This Agreement Dated: April 27, 2016

Petitioner

Respondent

Respondent

Third Party Defendent

Third Par



# IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT, IN AND FOR BROWARD COUNTY, FLORIDA

Case No.:	FMCE 14-010217	(44)(91)
776 + +	T3 4 3 4 4 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7	

Division: FAMILY

ARDELL DANIELS,
Petitioner/Husband.

and

KIMBERLY DANIELS, Respondent/Wife,

and

SPOKEN WORDS MINISTRIES, INC., Third Party Defendant.

# <u>UPDATED FAMILY LAW FINANCIAL AFFIDAVIT (SHORT FORM)</u> (<u>Under \$50,000 Individual Gross Annual Income</u>)

- I, ARDELL DANIELS, being sworn, certify that the following information is true:
- 1. My Occupation: Preacher
- 2. Employed by: Midtown Ministries

Business Address: 1830 University Drive, #177, Plantation, Florida 33322

Pay rate: \$2,300.00 Monthly

## SECTION I. PRESENT MONTHLY GROSS INCOME:

Monthly gross salary or wages
 Monthly bonuses, commissions, allowances, overtime, tips, and similar payments

<sup>&</sup>lt;sup>1</sup> Husband received \$1,200.00 for a speaking engagement in April, 2016, which is considered non-reoccurring income.

3.	Monthly business income from sources such as self employment, partnerships, close corporations, and/or independent contracts (gross receipts minus ordinary and necessary expenses required to produce income)	<b>3.</b>	\$2,300.00
4.	Monthly disability benefits/SSI	4.	\$0
5.	Monthly Workers' Compensation	5.	\$0
6.	Monthly Reemployment Assistance	6.	\$0
7.	Monthly pension, retirement, or annuity payments	7.	\$0
8.	Monthly Social Security benefits	8.	\$0
<i>9</i> .	Monthly alimony actually received		φυ
10.	9a. From this case: 0 9b. From other case(s): 0 Monthly interest and dividends	9.	\$0.00
		10.	\$0
11.	Monthly rental income (gross receipts minus ordinary and necessary expenses required to produce income)	11.	\$0.00
12.	Monthly income from royalties, trusts, or estates	12.	\$0
13.	Monthly reimbursed expenses and in-kind payments	13.	\$0.00
14.	to the extent that they reduce personal living expenses Monthly gains derived from dealing in property (not including nonrecurring gains)	14.	\$0
15.	PRESENT MONTHLY GROSS INCOME	15.	\$2,306.00
<b>PRE</b> :	SENT MONTHLY DEDUCTIONS:  Monthly federal, state, and local income tax  (corrected for filing status and allowable dependents and income tax liabilities)  a. Filing status		
17	b. Number of dependents claimed	16.	<b>\$0</b> .
17.	Monthly FICA or self-employment taxes	17.	. \$0
18.	Monthly Medicare payments	18.	\$0
19.	Monthly mandatory union dues	19.	<b>\$0</b>
20.	Monthly mandatory retirement payments	20.	<b>\$0</b>

21.	insurance)	Monthly health insurance payments (including dental nsurance), excluding portion paid for any minor		21.	\$0
22.	children of this relationship  Monthly court-ordered child support actually paid for children from another relationship			22.	\$0
23.	Monthly c	ourt-ordered alimony	actually paid		
	23a.	from this case:	0		
	23b.	from other case(s)	0	23.	\$0.00
24.	TOTAL	DEDUCTIONS ALL	OWABLE UNDER	24.	\$0.00
25.	SECTION PRESENT	N 61.30, FLORIDA S I' NET MONTHLY I	NCOME	25.	\$2,300.00
		CE MONTH	VEYDENSES		
SECT	fion II. A	VERAGE MONTHL			A
	Descript	ion	E	stimated	Amount
	OUSEHOL	D:			· <b>\$</b> 0
Mortg	gage or rent	.D;			\$0 0
Mortg Proper	gage or rent rty taxes	D:			· · · · · · · · · · · · · · · · · · ·
Mortg Prope Utiliti	gage or rent rty taxes ies <sup>2</sup>	D:			0 375.00 250.00
Mortg Prope Utiliti Telepi	gage or rent rty taxes ies <sup>2</sup>	.D:			0 375.00 250.00 350.00
Mortg Proper Utiliti Teleph Food	gage or rent rty taxes ies <sup>2</sup> hone				0 375.00 250.00 350.00 50.00
Mortg Prope Utiliti Telepi Food Meals	gage or rent rty taxes ies <sup>2</sup>	ne	*		0 375.00 250.00 350.00
Mortg Prope Utiliti Telepi Food Meals Maint	gage or rent rty taxes les <sup>2</sup> hone coutside hor	ne airs	*		0 375.00 250.00 350.00 50.00 50.00
Mortg Prope Utiliti Teleph Food Meals Maint B. Al Gasol	gage or rent rty taxes ies² hone coutside hor renance/Rep UTOMOBI ine	ne airs	*		0 375.00 250.00 350.00 50.00 50.00
Mortg Prope Utiliti Teleph Food Meals Maint B. Al Gasoli Repair	gage or rent rty taxes ies² hone coutside hor renance/Rep UTOMOBI ine rs	ne airs	*		375.00 250.00 350.00 50.00 50.00 \$200.00 0.00
Mortg Prope Utiliti Teleph Food Meals Maint B. Al Gasol Repair Insura	gage or rent rty taxes ies² hone coutside hor renance/Rep UTOMOBI ine rs ance	ne airs	*		\$200.00 0.00 250.00
Mortg Prope Utiliti Teleph Food Meals Maint B. Al Gasoli Repair	gage or rent rty taxes ies² hone coutside hor renance/Rep UTOMOBI ine rs ance	ne airs	*		375.00 250.00 350.00 50.00 50.00 \$200.00 0.00
Mortg Prope Utiliti Teleph Food Meals Maint B. Al Gasoli Repair Insura BB&T	gage or rent rty taxes ies² hone coutside hor mance/Rep UTOMOBI ine rs ance I	ne airs	*		\$200.00 \$200.00 \$200.00 \$200.00 \$200.00 \$200.00 \$200.00
Mortg Prope Utiliti Teleph Food Meals Maint B. Al Gasoli Repair Insura BB&T	gage or rent rty taxes ies² hone coutside hor renance/Rep UTOMOBI ine rs ance I HILDREN are	ne airs LE:	*		\$200.00 \$200.00 \$200.00 \$200.00 \$200.00 \$000 \$000
Mortg Prope Utiliti Teleph Food Meals Maint B. Al Gasoli Repair Insura BB&T	gage or rent rty taxes ies² hone coutside hor mance/Rep UTOMOBI ine rs ance r HILDREN are i money	ne airs LE:	*		\$200.00 \$200.00 \$200.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
Mortg Prope Utiliti Teleph Food Meals Maint B. Al Gasoli Repair Insura BB&T	gage or rent rity taxes ies² hone coutside hor cenance/Rep UTOMOBI ine rs ince r HILDREN are i money ing	ne airs LE:			\$200.00 \$200.00 \$200.00 \$200.00 \$200.00 \$000 \$000
Mortg Prope Utiliti Teleph Food Meals Maint B. Al Gasoli Repair Insura BB&1 C. Cl Day c Lunch Clothi Groon	gage or rent rity taxes ies² hone coutside hor cenance/Rep UTOMOBI ine rs ince r HILDREN are i money ing	ne airs LE: 'S EXPENSES:			0 375.00 250.00 350.00 50.00 50.00 \$200.00 0.00 200.00 960.00

<sup>&</sup>lt;sup>2</sup> Includes house phone, mobile phone, internet and cable.

Medical/dental (uninsured)	0.00 50.00
Sports	25.00
supplies and books	25.00
D. INSURANCE:	\$0
Medical/dental (if not listed on line 21)	0
Children's medical/dental	0
Life	
E. OTHER EXPENSES NOT LISTED ABOVE:	\$50.00
Clothing	0
Medical/Dental (uninsured)	25.00
Grooming	0.00
Entertainment	0
Gifts Religious Organizations	100.00
Miscellaneous	0
	0.00
Citibank	300.00
Compass	0.00
US Bank	0.00
Discover BBVA	150.00 0.00
Gander Master card	35.00
Chase	0.00
Capital One	80.08
Schynchrony	
F. PAYMENTS TO CREDITORS: None	
26. TOTAL MONTHLY EXPENSES	\$3,500.00
26. TOTAL MONTHLY EATENDED	
SUMMARY	\$2,300.00
27. TOTAL PRESENT MONTHLY	<b>42,0</b>
NET INCOME  28. TOTAL MONTHLY EXPENSES	\$3,500.00
	\$0.00
	(\$1,200.00)
SECTION III: ASSETS AND LIABILITIES	
A. ASSETS:	Current Fair Nonmarital
DECEMBRICAL OF THE MASS. (ALL AL MARKED AND	Tarket Value husband wife
assets that should be awarded to ANDELLE	· inspend
DANIELS)	
Cash (in banks or credit unions)	

TD Bank Checking Account as 04/25/16	\$600.00		
	\$1,200.00		
Midtown Ministries (TD Bank Checking Account) as of 04/18/16 Tifdel Air & Company (Compass Bank) as	\$900.00		
of 04/18/16 Wife's unknown bank accounts	unknown		x
Retirement Accounts Wife's unknown retirement accounts	unknown		x
Brokerage Accounts Wife's unknown brokerage accounts	unknown		x
Real Estate	1		
121 Schooner Key Place, Jacksonville,	unknown		
Florida-32218 11881 Picadilly Place, Davie, Florida		x	
9197 Camshire Drive, Jacksonville, Florida		x	x
Diamond Resort/Island One Resorts -	unknown	x	
Daytona Beach Regency West Gate Lakes Timeshare – 1000 Turkey	unknown		
Lake Road, Orlando Ocean Walk Daytona Timeshare	unknown		
0 Droad St., Jacksonville, Florida 32209	unknown		
(Vacant Lot) 0 Grunthal St. Jacksonville, Florida 32209	unknown		
(Vacant Lot)			
Business Interest Tifdel Air & Company	unknown	x	
Kimberly Daniels Ministries International,	unknown		х
Inc. Other Wife unknown businesses	unknown		x
Spoken Word Ministries, Inc.	unknown		x
Bank of America Business Checking #	unknown		
Bank of America Business Checking #	unknown		
Bank of America Business Checking #	unknown		

- Checking #	unknown	
Bank of America Business Checking #	unknown	
Bank of America Business Checking #	unknown	
Bank of America Business Checking #	unknown	
2819 Myrtle Avenue, Jacksonville, Florida	unknown	
1445 Steel Street, Jacksonville, Florida		
5638 Moncrief Road, Jacksonville, Florida	unknown	
0 Moncrief Road, Jacksonville, Florida	unknown	
(Parking Lot) 0 Moncrief Road, Jacksonville, Florida	unknown	
∞ . 1	unknown	
105th Street, Jacksonville, Florida	unknown	
Wife's books, tapes and CD	,	
Automobiles Cab	unknown x	
Automobiles 2007 Escalade ESV Long Cab	unknown x	
2014 GMC Pick up Truck	unknown x	
1983 Porsche 928 300horse power	unknown	x
2013 Lexus 460L		x
2013 Chevy Silverado Pick up	unknown	x
2006 ML350 MD	unknown	
2006 Chevy Trailblazer	unknown	Х.
2002 GMC Savannah Van Custom	unknown	x
2003 Chevy 15 Passenger Van	unknown	x
2006 Mazda MPD Van	unknown	x
1999 Ford 350 Econoline Van	unknown	x
'	unknown	х
2000 Dodge Intrepid	unknown	x
1999 RV	unknown	x
2012 Acura XL	Unknown	x
2015 Audi A8	_ "	

Furniture & Furnishings 11881 Picadilly Place, Davie, Florida	unknown		
121 Schooner Key Place, Jacksonville,	unknown		
Florida 1445 Steel Street, Jacksonville, Florida	unknown		
9197 Camshire Drive, Jacksonville, Florida	unknown		
Jewelry Wife's jewelry, furs and watch	unknown		x
Husband's watches	unknown	x	
	unknown	x	
15 ct Tanzanite men's ring			
Artwork & Collectibles Thomas Kindade Artwork (4 pieces)	unknown		x
Other Assets BBQ Grille	unknown	<b>x</b>	
Life Insurances AIG Life Insurance (unknown policy	unknown	x	
number)	unknown		x
AIG Life insurance	unknown		x
Lincoln Financial Group	unknown		X
Total Assets	\$2,700.00		
B. LIABILITIES:			
DESCRIPTION OF ITEMS (The liabilities for	Current Amount	Nonm	
which ARDELL DANIELS should be responsible	Owed -	husband	wife
are marked with an "X")			
Mortgages on Other Real Estate	\$3,500.00		
Westgate timeshare	\$101,635.31		
Wells Fargo Equity Line of Credit (approximately)			
Auto loans	\$53,000.00	•	
BB&T Car Loan	400,000		
Charge/credit card accounts	\$17,800.00		
Compass	\$17,300.00		
US Bank	\$10,200.00		
Gander			

Contingent Liabilities  Law Office of Pamela M. Gordon, P.A.	Possible Amount Owed to be determined	Nonmarital husband wife
Total Contingent Assets	\$0.00	
C. CONTINGENT ASSETS AND LIABILITIES Contingent Assets	Possible Value	Nonmarital husband wife
Total Debts	\$271,450.31	
Sam Hammer Law Office of Pamela M. Gordon, P.A.	to be determined	•
Phil Schechter	\$12,000.00	
Bernard Lewis (personal loan)	\$11,963.00	
Odessa Jackson (personal loan)	\$2,500.00	
HOA	\$5,500.00 \$5,000.00	
Broward Health Medical Center	\$2,090.00	
Other liabilities Federal Student Loan (Tiffany Daniels)	\$1,200.00	
Wife's credit cards	шмонянц	
American Express	\$17,000.00 unknown	
BBVA Schynchrony	\$989.00	
Capital One	\$2,380.00	•
Chase	\$1,493.00	
Citibank	\$1,100.00	
Discover	\$6,500.00 \$6,500.00	
•	\$8,300.00	

## **Total Contingent Liabilities**

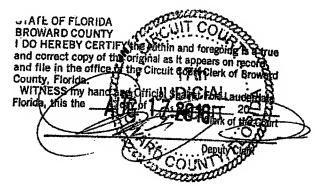
\$0.00

## SECTION IV: CHILD SUPPORT GUIDELINES WORKSHEET

Law Office of Pamela M. Gordon, P.A.

(prospective attorney's fees)

A Child Support Guidelines Worksheet IS or WILL BE filed in this case. This case involves the establishment or modification of child support.



## **EXHIBIT H**

Prepared By: ROLLIN BEUTEL	
Wachovia Bank, National Association	
Retail Credit Servicing	
P.O. Box 50010	
Roanoke, VA 24022	
Return To:	
Wachovia Bank, National Association	
Retail Credit Servicing P.O. Box 50010	
Roanoke, VA 24022	
(Space Above This Line For Recording Data)	
HOME EQUITY LINE OF CREDIT SHORT FORM MORTG	AGE
Being recorded pursuent to FLA. STAT. § 695.02.	
DEFINITIONS	
Words used in multiple sections of this Security Instrument are defined below, in the "Defit of the Master Form, end in Sectiona 3, 10, 12, 17, 19 end 20 of the Mester Form. Certain the usage of words used in this Security Instrument ere also provided in Section 15 of the Mester Form.	rules regarding Vlaster Form.
"Master Form" meens thet certain Mester Form Mortgage recorded in the Office of the Cler Court on May 14 2008, in Book 14500, at Page(s) 480 No. 2008 1253 12, for lend situate in the County of DUVAL	rk of the Circuit or Instrument
(A) "Security Instrument" means this document, which is dated 10 October, 2008	··
and the Master Form. (B) "Borrower" is KIMBERLY DANIELS ARDELL DANIELS	
(C) "Grantor" is	
(C) "Grantor" is KIMBERLY DANIELS AND ARDELL DANIELS; MARRIED	
Grantor is the mortgagor under this Security Instrument.	·
U) "Lender" is Wachovia Bank National Association London is a national builty	@ essociation
Bank, Netional Association, 301 South College Street, VA 0343, Charlette, NC, 28289, 66	
io indiaggee unitei this certifity instrument	
E) "Debt instrument" meens the open-end line of credit agreement or other credit instrum	lent signed by
wed, or may be owed, an amount that may vary from time to time up to a maximum utstanding at eny one time of, U.S. \$ 104000.00 plus Interest to be repertured.	principal sum
eyments and in full not later then 10/09/38 Lender is ebsolu	aid in Periodic
nder the terms of the Debt instrument to make advences to Borrower so long as Debut	tely obligated
unip) will the tellis of the Debt instriment and Sacinty Instriment	i end Grantor
") "Property" means the property that is located at	
9197 CAMSHIRE	
JACKSONVILLE FL 32218 ("Prope and that is further described below under the heading "Transfer of Rights in the Property."  3) "Loan" means all amounts owed now or hereafter under the Debt Instrument, inclunitation principal, interest, any prepayment charges, late charges and other fees and charge Debt Instrument, and also ell sums due under this Security Instrument, plus interest.	erty Address") uding without ses due under
RANSFER OF RIGHTS IN THE PROPERTY	
nis Security instrument secures to Lender: (i) the repeyment of the Loan, and all future newals, extensions and modifications of the Debt Instrument, including any future advance	re advances, es made at a

\*0824697020\*

time when no indebtedness is currently secured by this Security Instrument; and (ii) the performence of Grantor's covenants and egreements under this Security Instrument and Borrower's covenants and egreements under the Debt Instrument. For this purpose, Grantor does hereby mortgage, grant and convey to Lender, the following described property located in the County of DUVAL

State of Floride:

DEED DATE:12/06/97 RECORDED: 11/03/98 BOOK/INST: 9119 PAGE: 1693
PARCEL/TAX ID #:016483595 TWP/80RO:CITY OF JACKSONVILLE

LOT: 15

\*SEE ATTACHED LEGAL DESCRIPTION\*

TOGETHER WITH all the improvements now or hereafter arected on the property, end all easements, eppurtenances, end fixtures now or hereafter e part of the property. All replacements end additions shall elso be covered by this Security Instrument. If the Property is e multifamily (2-4 family) dwelling, then the following items now or hereafter attached to the Property to the extent they are fixtures ere elso covered by this Security Instrument: building materials, appliences end goods of every neture whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, elf and light, fire prevention and extinguishing epparatus, security and access control epparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, atteched mirrors, cabinets, paneling and etteched floor coverings, all of which, including replacements and edditions thereto, shall be deemed to be end remain a part of the Property covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

If the Property includes e unit in, together with an undivided interest in the common elements of, a condominium project (the "Condominium Project") and if the Grantors association or other entity which acts for the Condominium Project (the "Grantors Association") holds title to property for the benefit or use of its members or shereholders, the Property also includes Grantor's interest in the Grantors Association and the uses, proceeds and benefits of Grantor's Interest.

If the Property is e pert of a plenned unit development (the "PUD"), the Property also includes Granlor's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Grantors Association") and the uses, benefits and proceeds of Grantor's Interest.

GRANTOR COVENANTS that Grantor is lawfully seized of the estate hereby conveyed and has the right to grent and convey the Property and that the Property is unencumbered, except for encumbrances of record. Grantor warrants and will defend generally the title to the Property against all claims and demands, subject to eny encumbrances of record.

## INCORPORATION OF MASTER FORM PROVISIONS

Paragraph (I) through and including paragraph (P) of the "Definitions" Section of the Master Form, end Section 1 through and including Section 27 of the Master Form, are incorporated into this Security Instrument by reference. Borrower and Granlor acknowledge having received a copy of the Master Form and agree to be bound by the Sections and paragraphs of the Master Form incorporated into this Security Instrument.

For Individual Grantors:

BY SIGNING BELOW, Grantor accepts and agrees to the terms and covenants contained in this Security Instrument (including those provisions of the Master Form that are incorporated by reference).

Signed, sealed and delivered in the presence of:  Whitess Signature  Reaster With  Chiloe Keasse  Witness (Print Name)	Grantor Kimberly Daniels Address 9797 CAMSHIRE JACKSONVILE FL 32218 Grantor ARDELL DANIELS Address 9197 CAMSHIRE JACKSONVILE FL 32218
Witness Signature	Grantor Address
Chloc Kencse Witness (Print Name)	Grantor
	Address
	Grantor Address
	Grantor Address
For an Individual (on individual's own behalf or as STATE OF Floring A	
The foregoing instrument was acknowledged before n	ne, on this 10 day of October 2008
by KIMBERLY DANIELS ARDELL DANIELS	
who is personally known to me or who has produced as Identification.	H. Dr. 1443 Literary (type of identification)
Notary Public Name (Printed or Typed)  My Commission expires: 1014 2010	Notary Public - State of Frontia  Commission Expires Oct 4, 2010  Commission # DD 601749  Bondard Through National Notary Assn

\*0824697020\*

For Non-Individual Grantors:		
Grantor Address		
Ву:	E	ву:
		721
Title:  By:		itie:
Title:		By:
Witness Signature	<u>w</u>	Vitness Signature
Witness (Print Name)	<u> </u>	fitness (Print Name)
For a <u>Corporation or Limited Liability Co</u>		•
STATE OF		
The foregoing instrument was acknowledged	d before ma, or	thisday of 20
of		(name and titla of officer or agent) (name of corporation acknowledging)
G .		(State or place of inner
personally known to me or who has produce as identification.	d	poration/limited fiability company. Ha/She is (type of identification)
Notery Public		(Place Notary Stamp Here)
Notary Public Name (Printed or Typed)	<del></del>	
My Commission expires:		
For a <u>Partnership, Limited Partnership, or</u>	Limited Liabil	ity Partnership:
STATE OF		
COUNTY OF		
The foregoing instrument was acknowledged	before me, on	this day of, 20, 20, (name of acknowledging partner or agent),
on behalf of		partner (or agant)
partnership/limited partnership/limited liabil las produced	ity partnership.	He/She is personally known to me or who (type of identification) as identification.
	*	(Place Notary Stamp Here)
lotary Public		- ( · · · · · · · · · · · · · · · · · ·
otary Public Nama (Printed or Typed)		•
ly Commission expires:		•
(2009 (Rev 00)		****
1.101 AN	4 of	07/08 Florids Open-End Short Mortagos

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oc-NOV. 3 2008a12.33PW

5405636843

NO. 012 To:919043612118 F. 2/2 P.2/2

LEGAL DESCRIPTION

Visit 0824697020

LOT 15, ARGYLE FOREST CHIMNEY LAKES UNIT 7-B, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 47, PAGES 16, 16A, 16B, 16C AND 16D OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

 $\inf_{\mathbf{x}} \left\{ \begin{array}{ccc} y_{\mathbf{x}} & y_{\mathbf{x}} & y_{\mathbf{x}} & y_{\mathbf{x}} \\ \mathbf{x} & \mathbf{x} \end{array} \right.$ 

35 T

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4-5